

Project Specific Arch. Services Contract **wWA**PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001**THE STATE OF TEXAS §****COUNTY OF TRAVIS §**

**CONTRACT FOR ARCHITECTURAL SERVICES
Project Specific Contract with Work Authorizations
Contract Number 8968**

THIS CONTRACT FOR ARCHITECTURAL SERVICES is made by and between the State of Texas acting by and through the Texas Department of Transportation, 125 E. 11th St., Austin, Texas 78701, hereinafter called "State," and Huitt-Zollars, Inc., having its principal business address at 1717 McKinney Ave, Ste. 1400, Dallas, Texas 75202, hereinafter called "Architect," for the purpose of contracting for architectural services.

WITNESSETH

WHEREAS, Government Code, Chapter 2254, Subchapter A, "Professional Services Procurement Act," provides for the procurement of architectural services; and

WHEREAS, 43 Texas Administrative Code §9.30 et seq. establishes the Texas Department of Transportation's policies and procedures for contracting for architectural services; and,

WHEREAS, the State desires to contract for architectural services generally described as described as the development of as-built plans for the occupied TxDOT facilities including equipment shops, statewide; and,

WHEREAS, the State has selected the Architect to provide the needed services and the Architect has agreed to provide the services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the State and the Architect, in consideration of the mutual covenants and agreements herein contained, do hereby mutually agree as follows.

AGREEMENT

ARTICLE 1. SCOPE OF SERVICES. The State and the Architect will furnish items and perform those services for fulfillment of the contract as identified in Attachment B, Services to be Provided by the State and Attachment C, Services to be Provided by the Architect. All services provided by the Architect will conform to standard architectural practices and applicable rules and regulations of Texas Civil Statutes, Article 249a, and the rules of the Texas Board Architectural Examiners.

ARTICLE 2. CONTRACT PERIOD. This contract becomes effective when fully executed by all parties hereto and it shall terminate five years after the date the contract is fully executed unless the contract period is: (1) modified by written supplemental agreement prior to the date of termination as set forth in Attachment A, General Provisions, Article 6, Supplemental Agreements; (2) extended due to a work suspension as provided for in Attachment A, Article 3, Paragraph C; or (3) otherwise terminated in accordance with Attachment A, General Provisions, Article 15, Termination. Any work performed or cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 3. COMPENSATION.

A. Maximum Amount Payable. The maximum amount payable under this contract without modification is shown in Attachment E, Fee Schedule. All payments are contingent upon the availability of appropriated funds.

B. Basis of Payment. The basis of payment is identified in Attachment E, Fee Schedule. Reimbursement of costs incurred under a work authorization shall be in accordance with Attachment E, Fee Schedule.

C. Reimbursement of Eligible Costs. To be eligible for reimbursement, the Architect's costs must (1) be incurred in accordance with the terms of a valid work authorization; (2) be in accordance with Attachment E, Fee Schedule; and (3) comply with cost principles set forth at 48 CFR Part 31, Federal Acquisition Regulation (FAR 31). Satisfactory progress of work shall be maintained as a condition of payment.

D. Architect Payment of Subproviders. No later than ten (10) days after receiving payment from the State, the Architect shall pay all subproviders for work performed under a subcontract authorized hereunder. The State may withhold all payments that have or may become due if the Architect fails to comply with the ten-day payment requirement. The State may also suspend the work under this contract or any work authorization until subproviders are paid. This requirement also applies to all lower tier subproviders, and this provision must be incorporated into all subcontracts.

ARTICLE 4. PAYMENT REQUIREMENTS

A. Monthly Billing Statements. The Architect shall request reimbursement of costs incurred by submitting the original and one copy of an itemized billing statement in a form acceptable to the State. The Architect is authorized to submit requests for reimbursement no more frequently than monthly and no later than ninety (90) days after costs are incurred.

B. Billing Statement. The billing statement shall show the work authorization number for each work authorization included in the billing, the total amount earned to the date of submission, and the amount due and payable as of the date of the current billing statement for each work authorization. The billing statement shall indicate if the work has been completed or if the billing is for partial completion of the work. The fixed fee will be paid in proportion to the percentage of work completed per work authorization.

C. Payment Timing. For payment under each work authorization with a lump sum or specified rate basis of payment, the State will make payment to the Architect for the basic services listed in Attachment C of this contract.

If the Architect performs an additional service listed in Attachment C of this contract, the Architect may bill and the State will make payment as defined in Attachment C of this contract, rather than according to the phases listed above.

D. Overhead Rates. The Architect shall use the provisional overhead rate indicated in Attachment E. If a periodic escalation of the provisional overhead rate is specified in Attachment E, the effective date of the revised provisional overhead rate must be included. For lump sum contracts, the overhead rate remains unchanged for the entire contract period.

E. Thirty Day Payments. Upon receipt of a billing statement that complies with all invoice requirements set forth in this Article, the State shall make a good faith effort to pay the amount which is due and payable within thirty (30) days.

F. Withholding Payments. The State reserves the right to withhold payment of the Architect's billing statement in the event of any of the following: (1) If a dispute over the work or costs thereof is not resolved within a thirty day period; (2) pending verification of satisfactory work performed; (3) the Architect becomes a delinquent obligor as set forth in Section 231.006 of the Family Code; (4) required reports are not received; or (5) the State Comptroller of Public Accounts will not issue a warrant to the Architect. In the event that payment is withheld, the State shall notify the Architect and give a remedy that would allow the State to release the payment.

G. Required Reports.

- (1) As required in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements, the Architect shall submit Progress Assessment Reports to report actual payments made to Disadvantaged Business Enterprises or Historically Underutilized Businesses. One copy shall be submitted with each billing statement and one copy shall be submitted to the address included in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Program Requirements.
- (2) Prior to contract closeout, the Architect shall submit a Final Report (Exhibit H-4) to the address set forth in Attachment H.
- (3) The Architect shall submit a separate report with each billing statement showing the percent completion of the work accomplished during the billing period and the percent completion to date, and any additional written report requested by the State to document the progress of the work.

H. Subproviders and Suppliers List. Pursuant to requirements of 43 Texas Administrative Code §9.50 et seq., the Architect must provide the State a list (Exhibit H-5/DBE or Exhibit H-6/HUB) of all Subproviders and suppliers that submitted quotes or proposals for subcontracts. This list shall include subproviders and suppliers names, addresses, telephone numbers, and type of work desired.

I. Debt to the State. If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to the Architect because of a debt owed to the State, the State shall apply all payment due the Architect to the debt or delinquent tax until the debt or delinquent tax is paid in full.

J. State Auditor. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 5. WORK AUTHORIZATIONS. The State will issue work authorizations using the form included in Attachment D (Work Authorizations and Supplemental Work Authorizations) to authorize all work under this contract. The Architect must sign and return a work authorization within seven (7) working days after receipt. Refusal to accept a work authorization may be grounds for termination of the contract. The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to work not directly associated with or prior to the execution of a work authorization. Terms and conditions governing the use of work authorizations are set forth in Attachment A, General Provisions, Article 1.

ARTICLE 6. SIGNATORY WARRANTY. The undersigned signatory for the Architect hereby represents and warrants that he or she is an officer of the organization for which he or she has executed this contract and that he or she has full and complete authority to enter into this contract on behalf of the firm. These representations and warranties are made for the purpose of inducing the State to enter into this contract.

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ARTICLE 7. NOTICES. All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Architect	State
Vice President	Director, Professional Engineering Procurement Services
Huitt-Zollars, Inc.	Texas Department of Transportation
1001 Fannin Street, Suite, 4040	125 E. 11 th Street
Houston, Texas 77002	Austin Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

ARTICLE 8. INCORPORATION OF PROVISIONS. Attachments A through H are attached hereto and incorporated into this contract as if fully set forth herein.

Each party is signing this agreement on the date stated under that party's signature.

THE ARCHITECT:

DocuSigned by:



BF288F0D02E5490...

(Signature)

James M. Twomey, P.E.

(Printed Name)

Vice President

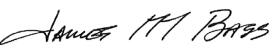
(Title)

3/22/2019

(Date)

THE STATE OF TEXAS

DocuSigned by:



A36629BA547D4BD...

(Signature)

James M. Bass

(Printed Name)

Executive Director

(Title)

3/28/2019

(Date)

**Attachments and Exhibits Index to Contract for Architectural Services
Attached and Incorporated into the Contract by Reference**

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A	General Provisions
B	Services to Be Provided by the State
C	Services to Be Provided by the Architect
D	Work Authorization and Supplemental Work Authorization
E	Fee Schedule
F	Work Schedule
G	Computer Graphics Files for Document and Information Exchange, if applicable
H-FG N/A	Disadvantaged Business Enterprise (DBE) for Federal Funded Professional or Technical Services Contracts – See Attachment H Instructions
H – FN N/A	Disadvantaged Business Enterprise (DBE) for Race-Neutral Professional or Technical Services Contracts – See Attachment H Instructions
H – SG	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – State of Texas HUB. Subcontracting plan required – See Attachment H Instructions
H – SN N/A	Historically Underutilized Business (HUB) Requirements for State Funded Professional or Technical Services Contracts – No State of Texas HUB
Exhibits	Title
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H – 2	Subprovider Monitoring System Commitment Agreement
H – 3 N/A	Monthly Progress Assessment Report
H - 4	Subprovider Monitoring System Final Report
H – 5 N/A	Federal Subproviders and Supplier Information
H - 6	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report

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ATTACHMENT A

GENERAL PROVISIONS

ARTICLE 1. WORK AUTHORIZATIONS

A. Use. The Architect shall not begin any work until the State and the Architect have signed a work authorization. Costs incurred by the Architect before a work authorization is fully executed or after the completion date specified in the work authorization are not eligible for reimbursement. All work must be completed on or before the completion date specified in the work authorization, and no work authorization completion date shall extend beyond the contract period set forth in Article 2 of the contract (Contract Period).

B. Contents. Each work authorization will specify (1) the types of services to be performed; (2) a period of performance with a beginning and ending date; (3) a full description of the work to be performed; (4) a work schedule with milestones; (5) a cost not to exceed amount, (6) the basis of payment whether cost plus fixed fee, unit cost, lump sum, or specified rate; and (7) a work authorization budget calculated using fees set forth in Attachment E, Fee Schedule. The Architect is not to include additional contract terms and conditions in the work authorization. In the event of any conflicting terms and conditions between the work authorization and the contract, the terms and conditions of the contract shall prevail and govern the work and costs incurred.

C. Work Authorization Budget. A work authorization budget shall set forth in detail (1) the computation of the estimated cost of the work as described in the work authorization, (2) the estimated time (hours/days) required to complete the work at the hourly rates established in Attachment E, Fee Schedule; (3) a work plan that includes a list of the work to be performed, (4) a stated maximum number of calendar days to complete the work, and (5) a cost-not-to-exceed-amount or unit or lump sum cost and the total cost or price of the work authorization. The State will not pay items of cost that are not included in or rates that exceed those approved in Attachment E.

D. No Guaranteed Work. Work authorizations are issued at the discretion of the State. While it is the State's intent to issue work authorizations hereunder, the Architect shall have no cause of action conditioned upon the lack or number of work authorizations issued.

E. Incorporation into Contract. Each work authorization shall be signed by both parties and become a part of the contract. No work authorization will waive the State's or the Architect's responsibilities and obligations established in this contract. The Architect shall promptly notify the State of any event that will affect completion of the work authorization.

F. Supplemental Work Authorizations. Before additional work may be performed or additional costs incurred, a change in a work authorization shall be enacted by a written supplemental work authorization in the form identified and attached hereto as Attachment D. Both parties must execute a supplemental work authorization within the period of performance specified in the work authorization. The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with the performance or prior to the execution of the work authorization. The Architect shall allow adequate time for review and approval of the supplemental work authorization by the State prior to expiration of the work authorization. Any supplemental work authorization must be executed by both parties within the time period established in Article 2 of the contract (Contract Period). Under no circumstances will a work authorization be allowed to extend beyond the contract's expiration date or will the total amount of funds exceed the maximum amount payable set forth in Article 3, Paragraph A of the contract (Compensation).

F-1. More Time Needed. If the Architect determines or reasonably anticipates that the work authorized in a work authorization cannot be completed before the specified completion date, the Architect shall promptly notify the State. The State may, at its sole discretion, extend the work authorization period by execution of supplemental authorization, using the form attached hereto as Attachment D.

F-2. Changes in Scope. Changes that would modify the scope of the work authorized in a work authorization must be enacted by a written supplemental work authorization. The Architect must allow adequate time for the State to review and approve any request for a time extension prior to expiration of the work authorization. If the change in scope affects the amount payable under the work authorization, the Architect shall prepare a revised work authorization budget for the State's approval.

G. New Work Authorization. If the Architect does not complete the services authorized in a work authorization before the specified completion date and has not requested a supplemental work authorization, the work authorization shall terminate on the completion date. At the sole discretion of the State, it may issue a new work authorization to the Architect for the incomplete work using the unexpended balance of the preceding work authorization for the project. If approved by the State, the Architect may calculate any additional cost for the incomplete work using the rates set forth in the preceding work authorization and in accordance with Attachment E, Fee Schedule.

H. Emergency Work Authorizations. The State, at its sole discretion, may accept the Architect's signature on a faxed copy of the work authorization as satisfying the requirements for executing the work authorization, provided that the signed original is received by the State within five business days from the date on the faxed copy.

I. Deliverables. Upon satisfactory completion of the work authorization, the Architect shall submit the deliverables as specified in the executed work authorization to the State for review and acceptance.

ARTICLE 2. PROGRESS

A. Progress meetings. The Architect shall from time to time during the progress of the work confer with the State. The Architect shall prepare and present such information as may be pertinent and necessary or as may be requested by the State in order to evaluate features of the work.

B. Conferences. At the request of the State or the Architect, conferences shall be provided at the Architect's office, the office of the State, or at other locations designated by the State. These conferences shall also include evaluation of the Architect's services and work when requested by the State.

C. Inspections. If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.

D. Reports. The Architect shall promptly advise the State in writing of events that have a significant impact upon the progress of a work authorization, including:

- (1) problems, delays, adverse conditions that will materially affect the ability to meet the time schedules and goals, or preclude the attainment of project work units by established time periods; this disclosure will be accompanied by statement of the action taken or contemplated, and any State or federal assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the work schedule goals sooner than anticipated.

E. Corrective Action. Should the State determine that the progress of work does not satisfy the milestone schedule set forth in a work authorization, the State shall review the work schedule with the Architect to determine the nature of corrective action needed.

ARTICLE 3. SUSPENSION OF WORK AUTHORIZATION

A. Notice. Should the State desire to suspend a work authorization but not terminate the contract, the State may verbally notify the Architect followed by written confirmation, giving (30) thirty days' notice. Both parties may waive the thirty-day notice in writing.

B. Reinstatement. A work authorization may be reinstated and resumed in full force and effect within sixty (60) business days of receipt of written notice from the State to resume the work. Both parties may waive the sixty-day notice in writing.

C. Contract Period Not Affected. If the State suspends a work authorization, the contract period as determined in Article 2 of the contract (Contract Period) is not affected and the contract and the work authorization will terminate on the date specified unless the contract or work authorization is amended to authorize additional time.

D. Limitation of Liability. The State shall have no liability for work performed or costs incurred prior to the date authorized by the State to begin work, during periods when work is suspended, or after the completion date of the contract or work authorization.

ARTICLE 4. ADDITIONAL WORK

A. Notice. If the Architect is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify the State in writing, presenting the facts of the work authorization and showing how the work authorization constitutes additional work.

B. Supplemental Agreement. If the State finds that the work does constitute additional work, the State shall so advise the Architect and a written supplemental agreement will be executed as provided in General Provisions, Article 6, Supplemental Agreements.

C. Limitation of Liability. The State shall not be responsible for actions by the Architect or any costs incurred by the Architect relating to additional work not directly associated with or prior to the execution of a supplemental agreement.

ARTICLE 5. CHANGES IN WORK

A. Work Previously Submitted as Satisfactory. If the Architect has submitted work in accordance with the terms of this contract but the State requests changes to the completed work or parts thereof which involve changes to the original scope of services or character of work under the contract, the Architect shall make such revisions as requested and as directed by the State. This will be considered as additional work and paid for as specified under Article 4, Additional Work.

B. Work Does Not Comply with Contract. If the Architect submits work that does not comply with the terms of this contract, the State shall instruct the Architect to make such revision as is necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

C. Errors/Omissions. The Architect shall make revisions to the work authorized in this contract which are necessary to correct errors or omissions appearing therein, when required to do so by the State. No additional compensation shall be paid for this work.

ARTICLE 6. SUPPLEMENTAL AGREEMENTS

A. Need. The terms of this contract may be modified if the State determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. A supplemental agreement will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.

B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in Article 3 of the contract (Compensation). Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed. The parties may reevaluate and renegotiate costs at this time.

C. When to Execute. Both parties must execute a supplemental agreement within the contract period specified in Article 2 of the contract (Contract Period).

ARTICLE 7. OWNERSHIP OF DATA

A. Work for Hire. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the State.

B. Disposition of Documents. All documents prepared by the Architect and all documents furnished to the Architect by the State shall be delivered to the State upon request by the State. The Architect, at its own expense, may retain copies of such documents or any other data which it has furnished the State under this contract, but further use of the data is subject to permission by the State.

C. Release of Design Plan. The Architect (1) will not release any design plan created or collected under this contract except to its subproviders as necessary to complete the contract; (2) shall include a provision in all subcontracts which acknowledges the State's ownership of the design plan and prohibits its use for any use other than the project identified in this contract; and (3) is responsible for any improper use of the design plan by its employees, officers, or subproviders, including costs, damages, or other liability resulting from improper use. Neither the Architect nor any subprovider may charge a fee for the portion of the design plan created by the State.

ARTICLE 8. PUBLIC INFORMATION AND CONFIDENTIALITY

A. Public Information. The State will comply with Government Code, Chapter 552, the Public Information Act, and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

B. Confidentiality. The Architect shall not disclose information obtained from the State under this contract without the express written consent of the State.

C. Access to Information. The Architect is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

ARTICLE 9. PERSONNEL, EQUIPMENT AND MATERIAL

A. Architect Resources. The Architect shall furnish and maintain quarters for the performance of all services, in addition to providing adequate and sufficient personnel and equipment to perform the services required under the contract. The Architect certifies that it presently has adequate qualified personnel in its employment for performance of the services required under this contract, or it will be able to obtain such personnel from sources other than the State.

B. Removal of Contractor Employee. All employees of the Architect assigned to this contract shall have such knowledge and experience as will enable them to perform the duties assigned to them. The State may instruct the Architect to remove any employee from association with work authorized in this contract if, in the sole opinion of the State, the work of that employee does not comply with the terms of this contract or if the conduct of that employee becomes detrimental to the work.

C. Replacement of Key Personnel. The Architect must notify the State in writing as soon as possible, but no later than three business days after a project manager or other key personnel is removed from association with this contract, giving the reason for removal.

D. State Approval of Replacement Personnel. The Architect may not replace the project manager or key personnel without prior consent of the State. The State must be satisfied that the new project manager or other key personnel is qualified to provide the authorized services. If the State determines that the new project manager or key personnel is not acceptable, the Architect may not use that person in that capacity and shall replace him or her with one satisfactory to the State within forty-five (45) days.

E. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by the Architect or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

ARTICLE 10. LICENSE FOR TxDOT LOGO USE

A. Grant of License; Limitations. The Architect is granted a limited revocable non-exclusive license to use the registered TxDOT trademark logo (TxDOT Flying "T") on any deliverables prepared under this contract that are the property of the State. The Architect may not make any use of the registered TxDOT trademark logo on any other materials or documents unless it first submits that request in writing to the State and receives approval for the proposed use. The Architect agrees that it shall not alter, modify, dilute, or otherwise misuse the registered TxDOT trademark logo or bring it into disrepute.

A. Notice of Registration Required: The Architect's use of the Flying 'T' under this article shall be followed by the capital letter R enclosed within a circle (®) that gives notice that the Flying 'T' is registered in the United States Patent and Trademark Office (USPTO).

B. No Assignment or Sublicense. The Architect may not assign or sublicense the rights granted by this article without the prior written consent of the State.

C. Term of License. The license granted to the Architect by this article shall terminate at the end of the term specified in Article 2 of this contract.

ARTICLE 11. SUBCONTRACTING

A. Prior Approval. The Architect shall not assign, subcontract or transfer any portion of professional services related to the work under this contract without prior written approval from the State.

B. DBE/HUB Compliance. The Architect's subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include the provisions included in Attachment A, General Provisions, and any provisions required by law. The Architect is authorized to pay subproviders in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the State to the Architect.

D. Prior Review. Subcontracts for professional services in excess of \$25,000 may be reviewed by the State prior to performance of work thereunder.

D. Architect Responsibilities. No subcontract relieves the Architect of any responsibilities under this contract.

ARTICLE 12. INSPECTION OF WORK

A. Review Rights. The State and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of the Architect or a subprovider, the Architect shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the state or federal representatives in the performance of their duties.

ARTICLE 13. SUBMISSION OF REPORTS

All applicable study reports shall be submitted in preliminary form for approval by the State before a final report is issued. The State's comments on the Architect's preliminary report must be addressed in the final report.

ARTICLE 14. VIOLATION OF CONTRACT TERMS

A. Increased Costs. Violation of contract terms, breach of contract, or default by the Architect shall be grounds for termination of the contract, and any increased or additional cost incurred by the State arising from the Architect's default, breach of contract or violation of contract terms shall be paid by the Architect.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 15. TERMINATION

A. Causes. The contract may be terminated before the stated completion date by any of the following conditions.

- (1) By mutual agreement and consent, in writing from both parties.
- (2) By the State by notice in writing to the Architect as a consequence of failure by the Architect to perform the services set forth herein in a satisfactory manner.
- (3) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (4) By the State for reasons of its own, not subject to the mutual consent of the Architect, by giving thirty business days' notice of termination in writing to the Architect.
- (5) By the State, if the Architect violates the provisions of Attachment A, General Provisions Article 21, Gratuities, or Attachment H, Disadvantaged Business Enterprise/Historically Underutilized Business Requirements.
- (6) By satisfactory completion of all services and obligations described herein.

B. Measurement. Should the State terminate this contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the Architect. In determining the value of the work performed by the Architect prior to termination, the State shall be the sole judge. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the State terminate this contract under paragraph (4) or (5) above, the Architect shall not incur costs during the thirty-day notice period in excess of the amount incurred during the preceding thirty days.

C. Value of Completed Work. If the Architect defaults in the performance of this contract or if the State terminates this contract for fault on the part of the Architect, the State will give consideration to the following when calculating the value of the completed work: (1) the actual costs incurred (not to exceed the rates set forth in Attachment E, Fee Schedule) by the Architect in performing the work to the date of default; (2) the amount of work required which was satisfactorily completed to date of default; (3) the value of the work which is usable to the State; (4) the cost to the State of employing another firm to

complete the required work; (5) the time required to employ another firm to complete the work; and (6) other factors which affect the value to the State of the work performed.

D. Calculation of Payments. The State shall use the fee schedule set forth in Attachment E to the contract (Fee Schedule) in determining the value of the work performed up to the time of termination. In the case of partially completed architectural services, eligible costs will be calculated as set forth in Attachment E, Fee Schedule. For cost plus fixed fee contracts, the sum of the provisional overhead percentage rate for payroll additives and for general and administrative overhead costs during the years in which work was performed shall be used to calculate partial payments. Any portion of the fixed fee not previously paid in the partial payments shall not be included in the final payment.

E. Excusable Delays. Except with respect to defaults of subproviders, the Architect shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure to progress in the performance of the work) if such failure arises out of causes beyond the control and without the default or negligence of the Architect. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

F. Surviving Requirements. The termination of this contract and payment of an amount in settlement as prescribed above shall extinguish the rights, duties, and obligations of the State and the Architect under this contract, except for those provisions that establish responsibilities that extend beyond the contract period.

G. Payment of Additional Costs. If termination of this contract is due to the failure of the Architect to fulfill its contract obligations, the State may take over the project and prosecute the work to completion, and the Architect shall be liable to the State for any additional cost to the State.

ARTICLE 16. COMPLIANCE WITH LAWS

The Architect shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, the Architect shall furnish the State with satisfactory proof of its compliance therewith.

ARTICLE 17. INDEMNIFICATION

A. Indemnification. *The Architect shall indemnify the State and the State's officers and employees against liability for damage to the extent that the damage is caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Architect, the Architect's agent, or another entity over which the Architect exercises control.*

B. Attorney Fees. *The Architect shall reimburse, in proportion to Architect's liability, TxDOT's reasonable attorney's fees incurred defending TxDOT against a claim based wholly or partly on the negligence of, fault of, or breach of contract by Architect, Architect's agent, or another entity over which Architect exercises control.*

ARTICLE 18. ARCHITECT'S RESPONSIBILITY

A. Accuracy. The Architect shall be responsible for the accuracy of work and shall promptly make necessary revisions or corrections resulting from its errors, omissions, or negligent acts without compensation.

B. Errors and Omissions. The Architect's Responsibility for all questions arising from design errors or omissions will be determined by the State. All decisions shall be in accordance with the State's "Consultant Errors & Omissions Correction and Collection Procedures" and Texas Government Code §2252.905. The Architect will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the project has been completed.

C. Professionalism. The Architect shall perform the services it provides under the contract: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

D. Seal. The responsible Architect shall sign, seal and date all appropriate architectural submissions to the State in accordance with the Texas Civil Statutes, Article 249a, and the rules of the Texas Board of Architectural Examiners.

E. Resealing of Documents. Once the work has been sealed and accepted by the State, the State, as the owner, will notify the party to this contract, in writing, of the possibility that a State architect, as a second architect, may find it necessary to alter, complete, correct, revise or add to the work. If necessary, the second architect will affix his seal to any work altered, completed, corrected, revised or added. The second architect will then become responsible for any alterations, additions or deletions to the original design including any effect or impacts of those changes on the original architect's design.

ARTICLE 19. NONCOLLUSION

A. Warranty. The Architect warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Architect, to solicit or secure this contract and that it has not paid or agreed to pay any company or architect any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

B. Liability. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 20. INSURANCE

The Architect certifies that it has insurance on file with Contract Services of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560-CS, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. The Architect certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Architect must stop work until a new certificate of insurance is provided.

ARTICLE 21. GRATUITIES

A. Employees Not to Benefit. Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract.

B. Liability. Any person doing business with or who reasonably speaking may do business with the State under this contract may not make any offer of benefits, gifts or favors to department employees. Failure on the part of the Architect to adhere to this policy may result in the termination of this contract.

ARTICLE 22. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

The Architect agrees to comply with the requirements set forth in Attachment H, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan Requirements with an assigned goal or a zero goal, as determined by the State.

ARTICLE 23. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. The Architect shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided (hereinafter called the Records). The Architect shall make the records available at its office during the contract period and for seven (7) years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to the Architect's Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 24. NEPOTISM DISCLOSURE

A. In this section the term "relative" means:

- (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person's spouse.

B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the Architect's firm name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Architect employee, the expected role of the Architect employee on the project, the name of the TxDOT employee who is a relative of the Architect employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, the Architect is certifying that the Architect does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Architect has notified TxDOT of each instance as required by subsection (b).

D. If the Architect learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Architect shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If the Architect violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 25. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: The Architect will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Architect, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Architect will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Architect for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Architect of the Architect's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Architect will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Architect is in the exclusive possession of another who fails or refuses to furnish this information, the Architect will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Architect's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- (1) withholding of payments to the Architect under the contract until the Architect complies and/or
- (2) cancelling, terminating, or suspending of the contract, in whole or in part.

F. Incorporation of Provisions: The Architect will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Architect will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Architect becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Architect may request the State to enter into such litigation to protect the interests of the State. In addition, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 26. PATENT RIGHTS

The State and the U. S. Department of Transportation shall have the royalty free, nonexclusive and irrevocable right to use and to authorize others to use any patents developed by the Architect under this contract.

ARTICLE 27. COMPUTER GRAPHICS FILES

The Architect agrees to comply with Attachment L, Computer Graphics Files for Document and Information Exchange, if determined by the State to be applicable to this contract.

ARTICLE 28. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Architect certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Architect is liable to the state for

attorney's fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 29. DISPUTES

A. Disputes Not Related to Contract Services. The Architect shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the Architect in support of the services authorized herein.

B. Disputes Concerning Work or Cost. Any dispute concerning the work hereunder or additional costs, or any non-procurement issues shall be settled in accordance with 43 Texas Administrative Code §9.2.

ARTICLE 30. SUCCESSORS AND ASSIGNS

The Architect and the State do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. The Architect shall not assign, subcontract or transfer its interest in this contract without the prior written consent of the State.

ARTICLE 31. SEVERABILITY

In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 32. PRIOR CONTRACTS SUPERSEDED

This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 33. CONFLICT OF INTEREST.

A. Representation by the Architect.

The Architect represents that its firm has no conflict of interest that would in any way interfere with its or its employees' performance of services for the department or which in any way conflicts with the interests of the department. The Architect further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State. Specifically, the Architect certifies that none of the following individuals, nor any or their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code, Section 2261.252(b), in the Architect: any member of the Texas Transportation Commission, TxDOT's Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department's interests.

B. Certification of Status. The Architect certifies that it is not:

- (1) a person required to register as a lobbyist under Chapter 305, Government Code;
- (2) a public relations firm; or

(3) a government consultant

ARTICLE 34. OFFICE OF MANAGEMENT AND BUDGET (OMB) AUDIT REQUIREMENTS.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 35. DEBARMENT CERTIFICATIONS

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Architect certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

ARTICLE 36. E-VERIFY CERTIFICATION

Pursuant to Executive Order RP-80, Architect certifies and ensures that for all contracts for services, Architect shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

1. All persons employed by Architect during the term of this agreement to perform duties within the State of Texas; and
2. All persons, including subcontractors, assigned by Architect to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

ARTICLE 37. RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE

The Architect shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement's procurement or its negotiation until after the second anniversary of the date the contract is signed or the procurement is terminated or withdrawn.

ARTICLE 38. PERTINENT NON-DISCRIMINATION AUTHORITIES

During the performance of this contract, the Architect, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 39. BOYCOTT ISRAEL

A. Meaning: “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

B. Certification and Prohibition: The Architect hereby certifies it does not boycott Israel and shall not boycott Israel during the term of the contract.

ATTACHMENT B**SERVICES TO BE PROVIDED BY THE STATE**

Work Authorization types – Services to be provided by the State will be outlined in the Work Authorization. These requirements may include all phases of work from preliminary design through building completion and move in coordination.

Phase I - PILOT:

The State will provide or perform the following:

- a. Name, address, and phone number of the State's Project Manager.
- b. Identify pilot sites for initial site and facility modeling.
- c. Specification requirements for all deliverables.
- d. Maintain oversight of all services provided by the Architect through periodic work inspections.
- e. Provide copies of all known available inventory documentation for all properties and buildings.
- f. Approve report content and format standards.
- g. Provide access, within 30 minute walk of parking area, and a reasonably safe job site that has sufficient lighting and electricity in the areas of the project location. The Architect will have access to an interior work space or desk with electrical power (110V 15 amp/grounded) and reasonable lighting to maintain a computer and work area on site during the days field scanning is taking place.
- h. Depending on the location, scanning will be scheduled to be completed over multiple contiguous hours or days. Targets must remain in place for the duration of scanning without disturbance. As such if the scan schedule is interrupted or targets removed prior to completion of scanning by no fault of the Architect, will result in fee and schedule impacts.
- i. Provide the Architect's Land Surveyor access to the TxDOT GPS network.
- j. Provide access to the TXDOT BIM Building Information Model Standards document, templates, and BIM families that are to be used as part of this work authorization. Revisions, modifications, or changes to the TxDOT BIM standards, template or BIM families after commencement of Phase II BIM modeling will result in fee and schedule impacts.
- k. Provide the Architect with access to the State's facility management database (VFA).

Project Specific Arch. Services Contract **wwa**

PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001

Phase II – STATEWIDE DATA ACQUISITION AND MODELING:

The State will provide or perform the following:

- a. Same as noted in Phase 1 – PILOT unless specifically noted below:
- b. Identify all sites and facilities to be scanned and modeled on a district by district basis.

Phase III – TRAINING AND SUPPORT:

The State will provide or perform the following:

- a. Name, address, and phone number of the State's Project Manager.
- b. Specification requirements for all required training.
- c. Locations and spaces required to present training.
- d. Provide the Architect with access to the State's facility management database (VFA).

ATTACHMENT C

SERVICES TO BE PROVIDED BY THE ARCHITECT

I. BACKGROUND

The State is undertaking a program to update and modernize its asset portfolio throughout the State. This program requires detailed information on all assets and the database management to identify needs in a pro-active way and address them in a timely fashion. Current occupied assets under management include approximately 8.5 million square feet of space in nearly 1700 individual facilities. The assets have been assessed for current conditions and deficiencies and prioritized for future corrective action. The system assets in each facility have been inventoried and entered into a statewide database.

The scope of services described in this Attachment consists of spatial modeling to define the configurations for each occupied facility. These services include acquiring, modeling, and incorporating that information into State's facility management Accruent (VFA) database.

The Architect shall develop architectural site and facility as-built surveys that dimensionally document the relationships between the various architectural building elements and functions.

The services to be rendered by the Architect are divided into two phases and are generally described below. The State may issue one or more Work Authorizations for each Phase detailing the services and deliverables required.

II. GENERAL REQUIREMENTS

The provisions of this General Requirements section apply to all services to be rendered by the Architect under this contract. The Architect shall work with the State to develop architectural site and facility as-built surveys that dimensionally document the relationships between the various architectural building elements and functions. The Architect shall provide digital laser scanning data acquisition of a Level of Accuracy (LOA) of 20, unless noted otherwise; to produce architectural site and facility 3D based Building Information Models (BIM) for use as record documents for information only.

A. Right-of-Entry and Coordination

Prior to entering any State property to perform any surveying, digital laser scanning or modeling activities, the Architect shall notify the State and secure permission to enter. The Architect shall develop and deliver to the State a comprehensive schedule of activities and anticipated durations on-site prior to requesting access. In accordance with the State's policy with the general public, the Architect shall not commit acts which would result

in damages to private property, and the Architect shall make every effort to comply with the wishes and address the concerns of affected private property owners. The Architect shall contact each private property owner prior to any entry onto the owner's property and shall request concurrence from the State prior to each entry. The Project scope for each site or facility must be completed over a contiguous time period of hours or days. Spaces must be scanned in a specific manner due to the nature and time involved in setting up targets in each space for registration of the scans.

B. Progress Reporting

The Architect shall invoice according to the breakdowns shown in this Attachment "C" and Exhibit "D" - *Fee Schedule*, of each Work Authorization. The Architect shall submit each invoice in a format acceptable to the State.

With each invoice, the Architect shall include a completed Projected vs. Actual Contract Invoices form. The Architect shall submit a monthly (first Monday) written progress report to the State's Project Manager. The Architect's written progress report must describe activities during the reporting period; activities planned for the following period; problems encountered and actions taken to remedy them; list of meetings attended; and overall status, including a percent complete by task.

The Architect shall prepare a work schedule using the latest version of Primavera software or any of State's approved programs (such as Microsoft Project). The schedules must indicate tasks, subtasks, critical dates, milestones, deliverables and review requirements in a format that depicts the interdependence of the various items. The Architect shall provide assistance to State personnel in interpreting the schedules. The Architect shall provide schedule submittals at 30%, 60%, 90% and final project completion phases. The Architect shall advise the State in writing if the Architect is not able to meet any scheduled milestone review date.

Final payment is contingent upon the State's receipt and confirmation by the State's Project Manager that all deliverable electronic files run, are formatted in accordance with the scope of the contract, and address all review comments.

The Architect shall prepare a letter of transmittal to accompany each submittal to the State. At a minimum, the letter of transmittal must include the State's Control-Section-Job (CSJ) number, County, project limits, State's contract number, and State's work authorization number.

C. Coordination

The Architect shall coordinate issues and communications with State's internal resource areas through the State's Project Manager. The State will communicate the resolution of issues and provide the Architect

direction through the State's Project Manager.

D. Level of Effort.

For each work authorization, the Architect shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study. As directed by the State, the Architect shall provide written justification regarding any additional level of effort of earlier completed work is warranted in the current work authorization, or if additional detail will be better addressed at a later stage in the project development.

E. Quality Assurance (QA) and Quality Control (QC)

The Architect shall provide QA/QC review at all levels. For each deliverable, the Architect shall prepare written evidence of its internal review of that deliverable. The State's Project Manager may require the Architect to submit the Architect's written evidence of internal review or comments developed. If the State requests internal reviews in advance of a deliverable, the State may reject the deliverable should the Architect fail to provide evidence of quality control satisfactory to the State. The Architect shall clearly label each document submitted for quality assurance as an internal review document.

The Architect shall perform QA and QC on all survey procedures, field surveys, data, and products prior to delivery to the State. If, at any time during the course of reviewing a survey submittal it becomes apparent to the State that the submittal contains errors, omissions, or inconsistencies, the State may cease its review and immediately return the submittal to the Architect for correction and resubmittal to the State for review.

F. Organization of Design Project Folder and Files (Electronic Project Files)

The Architect shall organize all electronic project files in accordance with the State's File Management System (FMS) format. If the State approves, the Architect may maintain the project files using the State's Project Management Software System.

G. Work Process Description

The Architect shall use phase-based laser scanners that are capable of color scanning for all scanning work on this project. Final hardware selection and procedures will be determined in Phase 1-Pilot. The scope of work is based on having continuous access to the areas for unobstructed scanning. Areas that will not be visible and will not be captured for line of sight observation and digital documentation are excluded. Examples of excluded content are elevator shafts, mechanical,

plumbing, electrical, and fire protection systems and any items not readily visible from walking through the facility.

III. PROGRAM PHASES

Phase I - PILOT

The Architect shall work with the State to develop architectural site and facility as-built surveys that dimensionally document the relationships between the various architectural building elements and functions.

The Architect shall work with the State to select a District Headquarters, an Area Engineer and Maintenance Facility, and a Maintenance Facility within the Austin District for the Architect for the Pilot Phase. These facilities will be identified in the Work Authorization for the Pilot Phase. The Architect shall prepare and submit to the State a schedule with milestones and deliverables for the Pilot Phase of the project for approval by the State's Project Manager. During review submissions, the Architect shall adjust the process and the outputs to more closely respond to the State's expectations and needs. Upon completion by Architect and acceptance of all Pilot Phase deliverables by the State, these products will be used to define the requirements for all data acquisition, modeling, and delivery throughout Phase II.

Site Analysis

The Architect shall conduct a documentation of the site to the specific scope of work for each facility at each specific site. Areas of investigation will include facility location and orientation, topography (2' vertical increment) within 20' of the exterior face of the structure, visible site utilities, access, and circulation.

Existing Condition Documentation and Functional Requirements

The Architect shall document all visible physical features for each facility identified in the Work Authorization (Phase 1) for each of the following basic elements and systems:

1. Architectural Site Plan
2. Architectural Building Floor Plans and exterior elevations. These will not include furniture, cubicles or similar fixtures and equipment.
3. Mechanical and Electrical Room Layouts and interior elevations identifying all visible equipment
4. Roof Plans identifying slopes, materials, and locations of penetrations and equipment (On accessible roofs with slopes that are less than ¼" per foot)
5. Reflected ceiling plans identifying visible ceiling-mounted lighting, ventilation registers, sprinkler heads, and fire alarm devices

6. Floor Plans will identify and define interior spaces including the locations and types of visible wall mounted equipment and devices such as fire alarm horns and strobes, electrical and telecom panels, fire extinguisher cabinets, plumbing fixtures, and built-in cabinetry. Elevator shafts and enclosed MEP shafts or chases will not be scanned but will be generically documented and identified in the Building Information Models (BIM) model.
7. Interior Elevations of restrooms “wet wall” and fixed millwork such as breakrooms, meeting rooms and main building lobby.

The Architect shall prepare and submit to the State for approval at 30% (Mobilization/Set-up), 60%(Scanning/Data Collection), 90%(BIM Modeling), and 100%(Training/Close-Out) a Program Report for each facility or site consisting of an architectural site survey or an Autodesk Revit BIM model for each facility, plus all digital laser scan files used to develop the BIM models. The final document must be submitted in electronic format utilizing native data formats for either FARO Focus or Autodesk Revit. The final format must be compatible with the State's systems. The Architect shall enter submitted models into the State's Accruent (VFA) database, keyed to the existing data records associated with the State's facility ID they represent.

Phase II – STATEWIDE DATA ACQUISITION AND MODELING

The Architect shall provide digital laser scanning data acquisition of a level of detail to produce architectural site and facility 3D based BIM on a District by District schedule for the remaining of 25 State Districts. The Architect shall work with the State to develop a schedule to complete all the aspects of service required under this contract within 24 months of issuance of the Phase II Work Authorization. The detailed scope and deliverables for Phase II will be based on the work process and deliverables approved at the end of the Phase I Pilot Phase and will be specified in one or more Phase II Work Authorizations.

The Architect shall prepare and submit to the State for approval at 30%(Mobilization/Set-Up), 60%(Scanning/Data Collection), 90%(BIM Modeling), and 100%(Training/Close-out) a Program Report for each facility or site consisting of an architectural site survey or an Autodesk Revit BIM model for each facility, plus all digital laser scan files used to develop the models. The final document must be submitted in electronic format utilizing native data formats for either Faro Focus or Autodesk Revit. The final format must be compatible with the State's systems. The Architect shall enter submitted models into the State's Accruent (VFA) database, keyed to the existing data records associated with the State's facility ID they represent.

WAs Used

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IV. OTHER DELIVERABLES APPLICABLE TO BOTH PHASES**A. Training and Support Services to be Provided During Phases I and II**

The Architect shall provide a total of 120 hours of database training to be divided between and conducted in Austin, Houston, Dallas, and Lubbock. Training shall be completed after Phase I of the project. During Phase II the training should be completed according to the work schedule. This training must include instruction on VFA database management, data entry, and search and modification procedures. The Architect shall continue to provide phone support on an hourly basis as requested by the State during Phase I and II and for 180 days after completion of Phase II services. These items of work will be included in Work Authorizations for Phases I and II, as applicable.

Architectural Digital Laser Scanning Survey Services:

The following conditions apply to the delivery of the digital laser scanning services to be delivered by the Architect:

1. The Architect shall provide professional scan teams who are certified by the US Institute of Building Documentation's (USIBD) Level Of Accuracy (LOA) Certification 2.0 (reference usibd.org or cd-bim.com/loa).
2. The Architect shall make every reasonable effort to minimize any disruptions during this process; however, this scope of work will be performed during normal working hours and the associated fees for the work will reflect the Architect scanning around the State's workers who are performing their tasks in the same area.
3. Scope includes laser scanning of the space to accurately capture the geometry defined in the scope. The scanning will be completed to a USIBD Level Of Accuracy Version 2.0 of 20 (LOA20) as defined in the project scope. The Architect will provide more detailed tolerance tables based on project scope geometry and scanner ranges upon request by the State. The following is the USIBD LOA 2.0 table for reference.

	Level Of Accuracy				
Upper Range (Imperial)	-	2"	5/8"	1/4"	1/16"
Lower Range (Imperial)	2"	5/8"	1/4"	1/16"	0
	LOA10	LOA20	LOA30	LOA40	LOA50

WAs Used

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4. Scan locations will be selected for efficient targeting and reasonable scan times. There will be areas in each scan that are obstructed due to items including but not limited to floor equipment, storage shelves, product, and workers on the floor. Scanning will only document readily visible existing structure and utilities. It excludes the following items which will not be documented: structural base plates encased in concrete, structure which is obstructed by floor equipment from the angle of the scanner location and any other areas that are blocked by non-structural elements.
5. Scope includes the registration of laser scan field data for the above-mentioned space. This includes registering the point clouds and converting them into an Autodesk Navisworks 2019 NWD file for reference with other coordination models.
6. Performance of digital scanning must be at a level that supports and aids the Architect in the production of Autodesk Revit BIM models
7. Scans shall be registered and delivered to the State with Autodesk Recap 2019 and Navisworks Manage 2019.
8. For small or confined spaces there will be some limitation to scanner setup, due to the limitations of the scanner tripod. For instance, the spread of the tripod legs necessitates a minimum distance from walls to the scan head, as well as only being able to scan on level surfaces (e.g. no scanning on stairs).
9. Use of colorized laser scan clouds will be at the discretion of the Architect. If colorized scan clouds are utilized they are for the internal work product of the Architect and not intended for any other purpose. For Phase II any Historic Architecture As-Built Survey(s) color scanning should be evaluated for use on a case by case basis.

B. BIM Modeling Services

The BIM modeling services for this scope shall be as follows:

1. The modeling areas of this scope will be the Architectural elements as defined by the digital laser scan data. The BIM model will be produced in Revit 2019 developed using the State's BIM standards. All modeling will be with standard or generic Revit object families and components unless otherwise required by the State in Phase I work authorizations. All custom or State specific BIM standards or

Revit families are to be defined as part of Phase I. After commencement of Phase II BIM modeling revisions to the BIM Standards or custom Revit families will be subject to additional services.

2. Revit systems will be approximate generic BIM elements at LOD 200 as defined by the BIM Forum LOD Specification 2019 Edition. Only the scanned face of elements facing the spaces in the scope will be aligned with model elements. Building element thickness will be approximate as they are not known from the laser scanning. Excluded modeled elements are any items that are not structural such as fire protection, mechanical, electrical, and plumbing and isolated interior partitions.
3. The BIM model will be created to scale and deliverables will include the following typical sheets:
 - i. TxDOT standard template cover sheet.
 - ii. Architectural Site Plan-Including major site elements with overall dimensional control.
 - iii. Architectural Floor Plan(s)-Including interior generic room names (office, work area, lobby, restroom, storage, etc.), overall dimensions and wall mounted items.
 - iv. Reflected Ceiling Plan(s)-Including room names and ceiling mounted items.
 - v. Exterior Building Elevations- To define major building elements and generic façade type.
 - vi. Building Section- To define overall building and floor heights. Interstitial or above the finish ceilings will not be defined.
 - vii. Interior Elevations of rooms containing fixed millwork such as restroom(s), breakroom(s), conference room(s) and locker room(s).
4. During Phase I the Architect shall provide consultation services for the development of the TxDOT Building Information Modelling (BIM) Standards. Services include review of and comment on the existing BIM Standards document, existing TxDOT BIM template and Revit Families. The Architect shall provide recommendations on BIM practices and procedures for inclusion in the BIM Standards document. Drafting of the official TxDOT BIM Standards document is not included in the scope of this project and is not part of the required deliverables.

C. Civil Land Surveying Services

The Architect's civil land surveyor, hereinafter referred to as the Surveyor, shall perform limited civil land surveying services, to assist in providing location and dimension control of existing facility architectural elements as further defined and relevant to any work authorization. Land development survey and platting services are not included in the project.

Specific Surveying services include:

1. As part of the Architectural as-built survey scope of work, a Topographic survey of the proposed site limited to (2' vertical increment) within 20' of the exterior face of the structure.
2. Surveying of the architectural site improvements for verification of placement on the site, and building placement. Final requirements for any as-built survey must be specifically described in the relevant work authorization.

Requirements applicable to Surveying services are as follows:

1. Any civil land surveys must meet or exceed the standards set in the Professional Land Surveying Practices Act, the General Rules of Procedures and Practices promulgated by the Texas Board of Professional Land Surveying (TBPLS), and the Texas Department of Transportation (TxDOT) TxDOT Survey Manual, latest edition, and must be accomplished in an organized and professional manner, subject to the approval of the State.
2. If civil land surveys are required, the Surveyor shall use the North American Datum of 1983 (NAD83), Texas Coordinate System of 1983 (State Plane Coordinates), applicable to the zone or zones in which the work is performed, with values in U.S. Survey Feet, as the basis for all horizontal coordinates derived, unless otherwise directed by the State. The Surveyor shall use the datum adjustment currently in use by the State unless otherwise specified by the State.
3. Project or surface coordinates must be calculated by applying a Combined Adjustment Factor (CAF) to State Plane Coordinate values. The State may direct the Surveyor to use a specific CAF for a project to:
 - a. match existing or ongoing projects,
 - b. conform to a countywide surface adjustment factor, or
 - c. be calculated specifically for the project area.

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4. All GPS Global Positioning Systems work, whether primary control surveys or other surveys, must meet or exceed the TxDOT Survey Manual, latest edition, to the order of accuracy specified in the categories listed below or in a work authorization. If the order of accuracy is not specified in this contract or in a work authorization, the work must meet or exceed the order of accuracy specified in the TxDOT Survey Manual.
5. All conventional horizontal and vertical control surveys must meet or exceed the TxDOT Survey Manual, latest edition, and the Texas Society of Professional Surveyors (TSPS) Manual of Practice for Land Surveying in the State of Texas, latest edition, to the order of accuracy specified in a work authorization. If the order of accuracy is not specified in this contract or in a work authorization, the work shall meet or exceed the order of accuracy specified in the manuals listed in this paragraph.
6. In order to ensure accuracy and accountability of the services provided under this contract, the State may require the Surveyor to certify work performed under this contract as true and correct according to the TxDOT Survey Manual, latest edition, or the TSPS Manual of Practice for Land Surveying in the State of Texas, as may be applicable.
7. The Surveyor shall provide all personnel, equipment, and materials necessary for the performance of the activities required by this contract or by any work authorization.

Project Specific Arch. Services Contract **wWA**PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001

ATTACHMENT D
D-1
WORK AUTHORIZATION NO. _____
PROJECT SPECIFIC CONTRACT FOR ARCHITECTURAL SERVICES

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 5 of Architectural Contract No. _____ (the Contract) entered into by and between the State of Texas, acting by and through the Texas Department of Transportation (the State), and _____ (the Architect).

PART I. The Architect will perform architectural services generally described as _____ in accordance with the project description attached hereto and made a part of this Work Authorization. The responsibilities of the State and the Architect as well as the work schedule are further detailed in exhibits A, B and C which are attached hereto and made a part of the Work Authorization.

PART II. The maximum amount payable under this Work Authorization is \$_____ and the method of payment is _____ as set forth in Attachment E of the Contract. This amount is based upon fees set forth in Attachment E, Fee Schedule, of the Contract and the Architect's estimated Work Authorization costs included in Exhibit D, Fee Schedule, which is attached and made a part of this Work Authorization.

PART III. Payment to the Architect for the services established under this Work Authorization shall be made in accordance with Articles 3 thru 5 of the contract, and Attachment A, Article 1.

PART IV. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on _____, unless extended by a supplemental Work Authorization as provided in Attachment A, Article 1.

PART V. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Each party is signing this work authorization on the date stated under that party's signature.

THE ENGINEER**THE STATE OF TEXAS**_____
(Signature)_____
(Signature)_____
(Printed Name)_____
(Printed Name)_____
(Title)_____
(Title)_____
(Date)_____
(Date)**LIST OF EXHIBITS**

Exhibit A	Services to be provided by the State
Exhibit B	Services to be provided by the Architect
Exhibit C	Work Schedule
Exhibit D	Fee Schedule/Budget
Attachment H-2	DBE/HUB subprovider Form

Project Specific Arch. Services Contract **wWA**

PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001

ATTACHMENT D
D-2
SUPPLEMENTAL WORK AUTHORIZATION NO. _____
TO WORK AUTHORIZATION NO. _____
PROJECT SPECIFIC CONTRACT FOR ARCHITECTURAL SERVICES

THIS SUPPLEMENTAL WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 5 Contract No. _____ hereinafter identified as the “Contract,” entered into by and between the State of Texas, acting by and through the Texas Department of Transportation (the State), and _____ (the Architect).

The following terms and conditions of Work Authorization No. _____ are hereby amended as follows:

This Supplemental Work Authorization shall become effective on the date of final execution of the parties hereto. All other terms and conditions of Work Authorization No. _____ not hereby amended are to remain in full force and effect.

Each party is signing this Supplemental Work Authorization on the date stated after that party’s signature.

THE ARCHITECT:

Signature	Date
Typed/Printed Name and Title	

THE STATE OF TEXAS

Signature	Date
Typed/Printed Name and Title	

ATTACHMENT E

FEE SCHEDULE

(Final Cost Proposal)

This attachment provides the basis of payment and fee schedule. **The basis of payment for this contract is indicated by an “X” in the applicable box.** The basis shall be supported by the Final Cost Proposal (FCP) shown below. If more than one basis of payment is used, each one must be supported by a separate FCP.

“X”	Basis	
___	Lump Sum	The lump sum shall be equal to the maximum amount payable. The lump sum includes all direct and indirect costs and profit. The Architect shall be paid pro rata based on the percentage of work completed. For payment the Architect is not required to provide evidence of actual hours worked, travel, overhead rates or other evidence of cost, but must submit billing information in a form acceptable to the State as required by Article 4 A & B including classifying work, partial or completed, according to the Table of Deliverables.
<u>X</u>	Unit Cost	The unit cost(s) for each type of unit and number of units are shown in the FCP. The unit cost includes all direct and indirect costs and profit. The Architect shall be paid based on the type and number of units fully completed and the respective unit cost. For payment, the Architect is not required to provide evidence of actual hours worked, travel, overhead rates or any other cost data. The FCP may include special items, such as equipment which are not included in the unit costs. Documentation of these special costs may be required. The maximum amount payable equals the total of all units times their respective unit cost plus any special direct items shown.
<u>X</u>	Specified Rate Basis	The specified rates for each type of labor are shown in the FCP below. The FCP may include special items, such as equipment which are not included in the specified rates. Payment shall be based on the actual hours worked multiplied by the specified rate for each type of labor plus other agreed to special direct cost items. The specified rate includes direct labor and indirect cost and profit. The State may request documentation of reimbursable direct costs including hours worked. Documentation of special item costs may be required. The specified rate is not subject to audit.
___	Cost Plus Fixed Fee	<p>Payment shall be based on direct and indirect costs incurred <u>plus</u> a pro rata share of the fixed fee based on the ratio of <u>labor and overhead cost incurred to total estimated labor and overhead cost in the FCP</u> or the percentage of work completed. The invoice must itemize labor rates, hours worked, other direct costs and indirect costs. The Architect may be required to provide documentation of hours worked and any eligible direct costs claimed. The provisional overhead rate charged is subject to audit and adjustment to actual rates incurred. The FCP below shows the hourly rates for labor, other direct expenses including but not limited to travel and allowable materials, provisional overhead rate and the fixed fee.</p> <p>___A. Actual Cost Plus Fixed Fee – Actual wages are paid (no minimum, no maximum.)</p> <p>___B. Range of Cost Plus Fixed Fee – Actual wages <u>must</u> be within the allowable range shown on the Final Cost Proposal.</p>

Project Specific Arch. Services Contract **wwa**

PeopleSoft Contract No. 8968
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ATTACHMENT E – FEE SCHEDULE

Final Cost Proposal (FCP) Supporting Basis of Payment

The **MAXIMUM AMOUNT PAYABLE** is \$14,000,000.00.

The maximum amount payable is based on the following data and calculations:

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE PAYMENT BASIS			
PRIME PROVIDER NAME: Huitt-Zollars, Inc.			
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Project Manager	20+	\$73.00	\$234.63
Senior Architect	15+	\$59.00	\$189.63
Senior Structural Engineer	15+	\$67.00	\$215.34
Structural Engineer	5 to 10	\$55.00	\$176.77
Senior Electrical Engineer	15+	\$59.00	\$189.63
Electrical Engineer	5 to 10	\$55.00	\$176.77
Senior Civil Engineer	15+	\$67.00	\$215.34
Civil Engineer	5 to 10	\$52.00	\$167.13
Senior Mechanical Engineer	15+	\$64.00	\$205.70
Mechanical Engineer	5 to 10	\$48.00	\$154.28
Plumbing Engineer	5 to 10	\$45.00	\$144.63
Senior Landscape Architect	15+	\$56.00	\$179.99
Landscape Architect	5 to 15	\$36.00	\$115.71
Architect I/II	5 to 15	\$33.00	\$106.06
Engineer-In-Training	1 to 5	\$33.00	\$106.06
Senior CADD Operator	15+	\$35.00	\$112.49
CADD Operator	5 to 15	\$30.00	\$96.42
Architecture Intern	1 to 5	\$29.00	\$93.21
Survey Manager	15+	\$58.00	\$186.42
Quality Assurance Manager	15+	\$64.00	\$205.70
Project Survey or RPLS Task Leader	5 to 10	\$50.00	\$160.70
Senior Survey Technician	5 to 10	\$35.00	\$112.49
Survey Technician	5 to 10	\$30.00	\$96.42
Admin/Clerical		\$23.00	\$73.92
INDIRECT COST RATE:	192.19%		
PROFIT RATE:	10.0%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E - FEE SCHEDULE			
SPECIFIED RATE PAYMENT BASIS			
SUBPROVIDER NAME: Ikerd Consulting LLC			
DIRECT LABOR			
LABOR/STAFF CLASSIFICATION	YEARS OF EXPERIENCE	HOURLY BASE RATE	HOURLY CONTRACT RATE
Support Manager	20+	\$66.00	\$159.72
Senior Architect	15+	\$57.00	\$137.94
Senior Structural Engineer	15+	\$67.00	\$162.14
Structural Engineer	5 to 10	\$57.00	\$137.94
Senior Electrical Engineer	15+	\$56.00	\$135.52
Electrical Engineer	5 to 10	\$55.00	\$133.10
Senior Civil Engineer	15+	\$56.00	\$135.52
Civil Engineer	5 to 10	\$50.00	\$121.00
Senior Mechanical Engineer	15+	\$64.00	\$154.88
Mechanical Engineer	5 to 10	\$48.00	\$116.16
Plumbing Engineer	5 to 10	\$45.00	\$108.90
Senior Landscape Architect	15+	\$55.00	\$133.10
Landscape Architect	5 to 15	\$36.00	\$87.12
Architect I/II	5 to 15	\$33.00	\$79.86
Engineer-In-Training	1 to 5	\$38.00	\$91.96
Senior CADD Operator	15+	\$35.00	\$84.70
CADD Operator	5 to 15	\$31.00	\$75.02
Laser Scanning Engineer 3 (USIBD LOA Certified)	10+	\$48.00	\$116.16
Laser Scan Technician (USIBD LOA Certified)	1+	\$37.00	\$89.54
Laser BIM Technician 3 (CD-BIM Certified)	10+	\$36.00	\$87.12
Laser BIM Technician 2 (CD-BIM Certified)	1+	\$33.00	\$79.86
Admin/Clerical		\$27.00	\$65.34
INDIRECT COST RATE:	120.00%		
PROFIT RATE:	10.0%		
Contract rates include labor, overhead, and profit.			
All rates are negotiated rates and are not subject to change or adjustment.			
Specified Rate Payment Basis - Contract rates to be billed. Documentation of hours must be maintained and is subject to audit.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E- FEE SCHEDULE			
UNIT COST PAYMENT BASIS			
RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS			
SERVICES TO BE PROVIDED	TEST CODE	UNIT	COST
1 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	N/A	hour	\$105.00
2 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	N/A	hour	\$150.00
3 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	N/A	hour	\$173.00
4 - Person Survey Crew (GPS and Robotic Total Stations included in indirect cost rate. Mileage not included.)	N/A	hour	\$200.00
Mobilization for LiDAR Mobile Mapping System (Includes travel to the project)	N/A	project	\$700.00
Mobilization for LiDAR Mobile Mapping System (Includes travel to the project)	N/A	mile	\$10.00
Volumetric Shrinkage	ASTM D427	each	\$90.00
Standard Proctor Test	ASTM D698	each	\$200.00
Modified Proctor Test	ASTM D1557	each	\$230.00
Standard Penetration Test (SPT)	ASTM D1586	LF	\$28.00
California Bearing Ratio (Single Sample without MD Curve)	ASTM D1883	test	\$185.00
Unconfined Compressive Strength (Soil)	ASTM D2166	each	\$65.00
Hydraulic Conductivity Permeability	ASTM D2434	each	\$300.00
One Dimensional Consolidation Properties of Soil	ASTM D2435	each	\$380.00
Unconfined Compressive Strength (Rock)	ASTM D2938	each	\$75.00
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	set of 3	\$800.00
Splitting Tensile of Intact Rock Core	ASTM D3967	each	\$150.00
Water Stand Pipes	ASTM D4043	LF	\$150.00
Calcium Carbonate Content of Soils	ASTM D4373	each	\$80.00
Hydraulic Conductivity Permeability	ASTM D4511	each	\$300.00
One Dimensional Swell, Methods A & B	ASTM D4546	each	\$200.00
One Dimensional Swell, Method C	ASTM D4546	each	\$175.00
The unit costs shown include labor, overhead, and profit. Payment based on units completed. No partial payments.			
All unit costs are negotiated costs and are not subject to change or adjustment.			
Unit Cost Payment Basis: If unit costs by year are included, unit costs billed should correspond to the fiscal or calendar year, if applicable, in which the work was done.			
Note: Any direct labor, unit cost, or other direct expense classification included in the contract, but not in a work authorization, is not eligible for payment under that work authorization.			

ATTACHMENT E- FEE SCHEDULE**OTHER DIRECT EXPENSES****RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Lodging/Hotel (Taxes/fees not included)	Day/Person		Current State Rate
Lodging/Hotel - Taxes and Fees	Day/Person		\$50.00
Meals (Excluding alcohol & tips) (Overnight stay required)	Day/Person		Current State Rate
Mileage	Mile	Current State Rate	
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$80.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	Day		\$100.00
Rental Car Fuel	Gallon		\$3.50
Taxi/Cab fare (or comparable service)	Each/Person		\$30.00
Air Travel (Use with Specific Deliverable Contracts)	Rd Trip/Person		\$300.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/Person		\$550.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$400.00
Air Travel - Out of State - Short Notice (Coach) <input type="checkbox"/>	Rd Trip/Person		\$650.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/Person		\$500.00
Parking	Day		\$25.00
Toll Charges	Each		\$7.00
Standard Postage	Letter	\$0.50	
Certified Letter Return Receipt	Each	\$35.00	
Overnight Mail - letter size	Each		\$20.00
Overnight Mail - oversized box	Each		\$40.00
Courier Services	Each		\$30.00
Photocopies B/W (8 1/2" X 11")	Each	\$0.15	
Photocopies B/W (11" X 17")	Each	\$0.25	
Photocopies Color (8 1/2" X 11")	Each	\$0.75	
Photocopies Color (11" X 17")	Each	\$1.30	
Digital Ortho Plotting	Sheet	\$1.10	
Plots (B/W on Bond)	Square Foot	\$0.70	
Plots (Color on Bond)	Square Foot	\$1.20	
Plots (Color on Photographic Paper)	Square Foot	\$2.00	
Color Graphics on Foam Board	Square Foot	\$4.00	
Presentation Boards 30" X 40" Color Mounted	Each		\$40.00
Report Printing	Each		\$35.00
Report Binding and Tabbing	Each	\$5.00	
Notebooks	Each		\$25.00
Reproduction of CD/DVD	Each		\$5.00
CDs	Each	\$5.00	

ATTACHMENT E- FEE SCHEDULE**OTHER DIRECT EXPENSES****RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
4" X 6" Digital Color Print	Picture	\$1.20	
Hazardous Materials Database Search	Per Search		\$350.00
Railroad - Flagger (Service provided by RR)	Hour		\$65.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	Each		\$2,000.00
Railroad - Permit	Each		\$1,600.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	Day		\$1,500.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	Day		\$2,000.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	Day		\$2,700.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	Day		\$400.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	Day		\$250.00
Flashing Arrow Board	Day		\$80.00
Portable Message Board	Day		\$200.00
Law Enforcement/Uniform Officer (including vehicle)	Hour		\$50.00
Boat with Motor	Day		\$200.00
Fathometer	Day		\$90.00
Backhoe Rental	Day		\$900.00
GPS Receiver (rates applied to actual time GPS units are in use)	Hour		\$25.00
Map Records	Sheet		\$4.00
Deed Copies	Sheet		\$2.00
Certified Deed Copies	Sheet		\$2.50
Historical Aerial Images	Unit		\$100.00
Aerial Photographs (1" = 500' scale)	Each		\$90.00
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (Includes crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	Each		\$88.00
Type II ROW Monument - Poured 2-3 Feet (Includes One Call, crew time, equipment, materials, rentals, labor.) Brass Marker supplied by TxDOT.	Each		\$275.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour		\$110.00
Ground Target (includes paint, panel material, etc.)	Each		\$100.00
Helicopter Equipment LiDAR -Transit Miles (including turn, maneuver miles and local airport to project)	Per Mile		\$75.00
Helicopter Equipment LiDAR -Project Flight Miles (On project flight miles)	Per Mile		\$300.00
Fixed Wing Airborne LiDAR- Transit Miles (including turn, maneuver miles and local airport to project)	Per Mile	\$45.00	
Fixed Wing Airborne LiDAR- Project Flight Miles (On project flight miles)	Per Mile	\$300.00	

ATTACHMENT E- FEE SCHEDULE**OTHER DIRECT EXPENSES****RATES SHOWN APPLY TO PRIME PROVIDER AND ALL SUBPROVIDERS**

SERVICES TO BE PROVIDED	UNIT	FIXED COST	MAXIMUM COST
Aerial Photography- Transit miles (including turn, maneuver miles and local airport to project)	Per Mile	\$75.00	
Aerial Photography- Project Flight Miles (On project flight miles)	Per Mile	\$300.00	
Aerial Photography- Airborne GPS/IMU Data collection/Processing	Per Project	\$550.00	
Photo Lab Service- Digital image processing	Per Frame	\$32.00	
6" Laser Scanning Spheres - if damaged by Client	Per Item		\$95.00
8" Laser Scanning Spheres - if damaged by Client	Per Item		\$115.00
10" Laser Scanning Spheres - if damaged by Client	Per Item		\$145.00
Laminated Targets (per target)	Per Item		\$8.00
Target Attachment Adhesive (per role)	Per Item		\$16.00
Survey Markers, 6 pack	Per Item		\$10.00
Polypropylene Non-Skid Blue Shoe Covers (Interior Scanning)	Per Item		\$7.00

Profit not allowed on Other Direct Expenses.

For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Fixed cost items to be billed at the fixed cost rate. Documentation, such as a usage log, must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. For items with a maximum cost, actual cost to be billed not to exceed the maximum shown. Expenses shown at a Current State Rate are billed at the rates that are in effect at the time that the expense is incurred. Itemized receipts must be maintained for audit purposes, and may be required to be submitted as a basis for reimbursement. **For Lump Sum** - Documentation is not required. Invoicing is paid according to the Table of Deliverables, and it includes labor, unit costs and other direct expenses.

NOTE: For Cost Plus Fixed Fee, Specified Rate, and Unit Cost - Miscellaneous other direct expenses up to \$150 per unit will be reimbursed at cost if approved and documented in advance by the State's Project Manager. Miscellaneous other direct expenses greater than \$150 per unit will not be reimbursed unless a supplemental agreement to the contract and work authorization (if WAs are used) has been executed in advance, authorizing the miscellaneous other direct expenses. No more than \$5,000 in miscellaneous other direct expenses may be approved by the State's Project Manager over the life of this contract including prime provider and subproviders. **For Lump Sum** - This statement does not apply.

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

COMPANY	FEE	HUB Goal =23.7%	
		% Non-HUB	% HUB
Prime Provider: Huitt-Zollars, Inc.	\$292,310.90	44.13%	
Subprovider: Ikerd Consulting, LLC	\$370,052.54		55.87%
TOTAL	\$662,363.44		

Work Element		FC 150	FC 150	
Phase 1 - Pilot		Huitt-Zollars, Inc.	Ikerd Consulting, LLC	By Phase Sub-Total
150.1	Pre-Mobilization / Initial Site Planning Phase	\$73,939.06	\$59,519.90	\$133,458.96
150.2	Mobilization / Set-Up Phase	\$18,114.36	\$22,600.38	\$40,714.74
150.3	Exterior Survey / Scanning Phase (Data Collection)	\$21,932.48	\$82,897.10	\$104,829.58
150.4	Interior Architectural Survey / Scanning Phase (Data Collection)	\$10,169.48	\$35,240.04	\$45,409.52
150.5	Architectural Survey / Data Registration Phase (Data Processing)	\$10,542.32	\$59,188.36	\$69,730.68
150.6	Architectural BIM Modeling Phase	\$105,089.04	\$19,347.90	\$124,436.94
150.7	Training Phase	\$16,545.84	\$8,075.54	\$24,621.38
150.8	Close Out / Project Completion	\$13,113.32	\$8,218.32	\$21,331.64
	Labor Effort Subtotal	\$269,445.90	\$295,087.54	\$564,533.44
	Other Direct Expenses	\$22,865.00	\$74,965.00	\$97,830.00
	Totals	\$292,310.90	\$370,052.54	\$662,363.44

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.											
			\$234.63	\$106.06	\$93.21	\$205.70	\$160.70	\$112.49	\$96.42	\$73.92	
PHASE 1 - (Pilot) BASIC SERVICES Task Descriptions		SUM HOURS	Project Manager	Architect I/II	Architect Intern	Quality Assurance Manager	Project Survey or RPLS Task Leader	Senior Survey Tech	Survey Tech	Admin / Clerical	TOTAL COST
			SPM	Arch	AI	QAM	RPLS	T3	T2	A	
150	Architectural Field Surveying and BIM Modeling (FC 150)										
150.1	Pre-Mobilization / Initial Site Planning Phase	473	164	201	20	4	52	12	12	8	\$73,939.06
150.1.1	Initial site logistics meeting with TxDOT project management team	24	16	4	0	0	4	0	0	0	\$4,821.12
150.1.2	Collect and review existing as-built / record documents with Survey Team	48	16	16	0	0	16	0	0	0	\$8,022.24
150.1.3	Formulate strategic plans to site visits, assign, and schedule staff assignments	189	80	105	0	0	4	0	0	0	\$30,549.50
150.1.4	Primary logistics meeting with TxDOT facility staff and survey team members	64	24	16	0	0	8	4	4	8	\$10,040.68
150.1.5	Site Dimensional Control Planning and equipment preparation	64	16	16	0	0	16	8	8	0	\$9,693.52
150.1.6	TxDOT BIM Standards Development and Consultation	68	8	40	20	0	0	0	0	0	\$7,983.64
150.1.6	Conduct QC and QA reviews	16	4	4	0	4	4	0	0	0	\$2,828.36
150.2	30 Mobilization / Set-Up Phase	116	30	0	0	4	30	26	26	0	\$18,114.36
150.2.1	Meet on site with local TxDOT facility contact person confirm scope	12	8	0	0	0	4	0	0	0	\$2,519.84
150.2.2	On site target set-up	14	2	0	0	0	4	4	4	0	\$1,947.70
150.2.3	Establish Site Dimensional Control	14	2	0	0	0	4	4	4	0	\$1,947.70
150.2.4	Local work station area set-up and demobilization	8	2	0	0	0	2	2	2	0	\$1,208.48
150.2.5	Travel to and from site from local office	48	12	0	0	0	12	12	12	0	\$7,250.88
150.2.6	Conduct QC and QA reviews	20	4	0	0	4	4	4	4	0	\$3,239.76
150.3	Exterior Survey / Scanning Phase (Data Collection)	184	16	0	0	4	4	80	80	0	\$21,932.48
150.3.1	Establish exterior control points per building	164	0	0	0	0	4	80	80	0	\$17,355.60
150.3.2	Ground level / exterior wall scanning	0	0	0	0	0	0	0	0	0	\$0.00
150.3.3	Roof level scanning	0	0	0	0	0	0	0	0	0	\$0.00
150.3.4	On site data back-up	0	0	0	0	0	0	0	0	0	\$0.00
150.3.5	Document and remove targets	0	0	0	0	0	0	0	0	0	\$0.00
150.3.6	Conduct QC and QA reviews	20	16	0	0	4	0	0	0	0	\$4,576.88
150.4	50 Interior Architectural Survey / Scanning Phase (Data Collection)	80	16	0	60	4	0	0	0	0	\$10,169.48
150.4.1	Establish interior control points	4	0	0	4	0	0	0	0	0	\$372.84
150.4.2	Room scanning	40	0	0	40	0	0	0	0	0	\$3,728.40
150.4.3	Above ceiling scanning (optional)	0	0	0	0	0	0	0	0	0	\$0.00
150.4.4	On site data back-up	10	0	0	10	0	0	0	0	0	\$932.10
150.4.5	Document and remove targets	4	0	0	4	0	0	0	0	0	\$372.84
150.4.6	Conduct QC and QA reviews	22	16	0	2	4	0	0	0	0	\$4,763.30
150.5	70 Architectural Survey / Data Registration Phase (Data Processing)	84	16	0	64	4	0	0	0	0	\$10,542.32
150.5.1	Backup raw data files	4	0	0	4	0	0	0	0	0	\$372.84
150.5.2	Process raw data files	8	0	0	8	0	0	0	0	0	\$745.68
150.5.3	Register raw data files	16	0	0	16	0	0	0	0	0	\$1,491.36
150.5.4	Add dimensional control to point clouds	16	0	0	16	0	0	0	0	0	\$1,491.36
150.5.5	Translate point files to E57 files and backup E57 files (optional)	0	0	0	0	0	0	0	0	0	\$0.00
150.5.6	Translate point files to RCP files and backup RCP files	16	0	0	16	0	0	0	0	0	\$1,491.36
150.5.7	Conduct QC and QA reviews	24	16	0	4	4	0	0	0	0	\$4,949.72

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.			\$234.63	\$106.06	\$93.21	\$205.70	\$160.70	\$112.49	\$96.42	\$73.92	
PHASE 1 - (Pilot) BASIC SERVICES Task Descriptions		SUM HOURS	Project Manager	Architect I/II	Architect Intern	Quality Assurance Manager	Project Survey or RPLS Task Leader	Senior Survey Tech	Survey Tech	Admin / Clerical	TOTAL COST
150.6	90 Architectural BIM Modeling Phase	1076	26	52	994	4	0	0	0	0	\$105,089.04
150.6.1	Drafting as-built BIM model from point cloud (60%)	596	2	24	570	0	0	0	0	0	\$56,144.40
150.6.2	Meet with TxDOT to review 60% milestone BIM model	8	8	0		0	0	0	0	0	\$1,877.04
150.6.3	Drafting as-built BIM model (100%)	358	2	16	340	0	0	0	0	0	\$33,857.62
150.6.4	Meet with TxDOT to review 100% milestone BIM model	8	8	0		0	0	0	0	0	\$1,877.04
150.6.5	Revise BIM model per TxDOT meeting/comments	90	2	8	80	0	0	0	0	0	\$8,774.54
150.6.6	Conduct QC and QA reviews on deliverables	16	4	4	4	4	0	0	0	0	\$2,558.40
150.7	95 Training Phase	142	20	56	40	2	0	0	0	24	\$16,545.84
150.7.1	Training session planning and preparation	80	8	32	16	0	0	0	0	24	\$8,536.40
150.7.2	Meet with TxDOT personnel to train on use of point cloud data	20	4	8	8	0	0	0	0	0	\$2,532.68
150.7.3	Meet with TxDOT personnel to train on use of final BIM deliverables	20	4	8	8	0	0	0	0	0	\$2,532.68
150.7.4	Meet with TxDOT personnel to train on interfacing with Accruant's VFA software	22	4	8	8	2	0	0	0	0	\$2,944.08
150.8	100 Close Out / Project Completion	108	16	20	36	4	8	0	0	24	\$13,113.32
150.8.1	Close out document file transfer	76	4	8	32	0	8	0	0	24	\$7,829.40
150.8.2	Meet with TxDOT to review final deliverable / lessons learned	16	8	8	0	0	0	0	0	0	\$2,725.52
150.8.3	Conduct final QC and QA review	16	4	4	4	4	0	0	0	0	\$2,558.40
Subtotal Hours:			304	329	1214	30	94	118	118	56	\$269,445.90
Subtotal Labor Cost:			\$71,327.52	\$34,893.74	\$113,156.94	\$6,171.00	\$15,105.80	\$13,273.82	\$11,377.56	\$4,139.52	\$269,445.90

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.

Subprovider: Ikerd Consulting, LLC			\$159.72	\$91.96	\$84.70	\$75.02	\$116.16	\$89.54	\$87.12	\$72.60	\$65.34	
PHASE 1 (Pilot) -BASIC SERVICES Task Descriptions		SUM HOURS	Support Manager	Engineer-In-Training	Senior CADD Operator	CADD Operator	Laser Scanning Engineer 3 (Senior)	Laser Scanning Tech	Laser BIM Tech 3 (Senior)	Laser BIM Tech 2	Admin / Clerical	TOTAL COST
			SM	EIT	C3	C1	L3	L1	T3	T2	A	
150	Architectural Field Surveying and BIM Modeling (FC 150)											
150.1	Pre-Mobilization / Initial Site Planning Phase	541	148	44	16	16	160	0	0	60	97	\$59,519.90
150.1.1	Initial site logistics meeting with TxDOT project management team	25	8	2	0	0	7	0	0	3	5	\$2,819.30
150.1.2	Collect and review existing as-built / record documents with Survey Team	48	16	3	0	0	13	0	0	6	10	\$5,430.48
150.1.3	Formulate strategic plans to site visits, assign, and schedule staff assignments	71	24	4	0	0	20	0	0	9	14	\$8,092.48
150.1.4	Primary logistics meeting with TxDOT facility staff and survey team members	25	8	2	0	0	7	0	0	3	5	\$2,819.30
150.1.5	Site Dimensional Control Planning and equipment preparation	258	60	14	0	0	100	0	0	33	51	\$28,214.78
150.1.6	TxDOT BIM Standards Development and Consultation	66	16	16	16	16	0	0	0	0	2	\$6,713.08
150.1.7	Conduct QC and QA reviews	48	16	3	0	0	13	0	0	6	10	\$5,430.48
150.2	30 Mobilization / Set-Up Phase	208	26	53	0	0	76	53	0	0	0	\$22,600.38
150.2.1	Meet on site with local TxDOT facility contact person confirm scope	8	2	2	0	0	2	2	0	0	0	\$914.76
150.2.2	On site target set-up	27	3	7	0	0	10	7	0	0	0	\$2,911.26
150.2.3	Establish Site Dimensional Control	55	7	14	0	0	20	14	0	0	0	\$5,982.24
150.2.4	Local work station area set-up and demobilization	11	1	3	0	0	4	3	0	0	0	\$1,168.86
150.2.5	Travel to and from site from local office	96	12	24	0	0	36	24	0	0	0	\$10,454.40
150.2.6	Conduct QC and QA reviews	11	1	3	0	0	4	3	0	0	0	\$1,168.86
150.3	Exterior Survey / Scanning Phase (Data Collection)	761	96	190	0	0	284	191	0	0	0	\$82,897.10
150.3.1	Establish exterior control points per building	76	10	19	0	0	28	19	0	0	0	\$8,298.18
150.3.2	Ground level / exterior wall scanning	304	38	76	0	0	114	76	0	0	0	\$33,105.60
150.3.3	Roof level scanning	227	28	56	0	0	86	57	0	0	0	\$24,715.46
150.3.4	On site data back-up	39	5	10	0	0	14	10	0	0	0	\$4,239.84
150.3.5	Document and remove targets	39	5	10	0	0	14	10	0	0	0	\$4,239.84
150.3.6	Conduct QC and QA reviews	76	10	19	0	0	28	19	0	0	0	\$8,298.18
150.4	50 Interior Architectural Survey / Scanning Phase (Data Collection)	323	41	80	0	0	122	80	0	0	0	\$35,240.04
150.4.1	Establish interior control points	32	4	8	0	0	12	8	0	0	0	\$3,484.80
150.4.2	Room scanning	227	29	56	0	0	86	56	0	0	0	\$24,785.64
150.4.3	Above ceiling scanning (optional)	0	0	0	0	0	0	0	0	0	0	
150.4.4	On site data back-up	16	2	4	0	0	6	4	0	0	0	\$1,742.40
150.4.5	Document and remove targets	16	2	4	0	0	6	4	0	0	0	\$1,742.40
150.4.6	Conduct QC and QA reviews	32	4	8	0	0	12	8	0	0	0	\$3,484.80
150.5	70 Architectural Survey / Data Registration Phase (Data Processing)	630	68	102	0	0	50	50	174	186	0	\$59,188.36
150.5.1	Backup raw data files	32	2	0	0	0	0	0	16	14	0	\$2,729.76
150.5.2	Process raw data files	32	2	0	0	0	0	0	16	14	0	\$2,729.76
150.5.3	Register raw data files	311	21	46	0	0	32	32	80	100	0	\$28,396.28
150.5.4	Add dimensional control to point clouds	128	20	40	0	0	12	12	24	20	0	\$12,884.08
150.5.5	Translate point files to E57 files and backup E57 files (optional)	0	0	0	0	0	0	0	0	0	0	
150.5.6	Translate point files to RCP files and backup RCP files	63	7	0	0	0	0	0	28	28	0	\$5,590.20
150.5.7	Conduct QC and QA reviews	64	16	16	0	0	6	6	10	10	0	\$6,858.28

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.

Subprovider: Ikerd Consulting, LLC			\$159.72	\$91.96	\$84.70	\$75.02	\$116.16	\$89.54	\$87.12	\$72.60	\$65.34	
PHASE 1 (Pilot) -BASIC SERVICES Task Descriptions		SUM HOURS	Support Manager	Engineer-In-Training	Senior CADD Operator	CADD Operator	Laser Scanning Engineer 3 (Senior)	Laser Scanning Tech	Laser BIM Tech 3 (Senior)	Laser BIM Tech 2	Admin / Clerical	TOTAL COST
150.6	90 Architectural BIM Modeling Phase	219	16	26	70	91	8	8	0	0	0	\$19,347.90
150.6.1	Drafting as-built BIM model from point cloud (60%)	65	3	7	20	29	3	3	0	0	0	\$5,609.56
150.6.2	Meet with TxDOT to review 60% milestone BIM model	12	3	3	3	3	0	0	0	0	0	\$1,234.20
150.6.3	Drafting as-built BIM model (100%)	65	3	7	20	29	3	3	0	0	0	\$5,609.56
150.6.4	Meet with TxDOT to review 100% milestone BIM model	12	3	3	3	3	0	0	0	0	0	\$1,234.20
150.6.5	Revise BIM model per TxDOT meeting/comments	43	2	4	13	20	2	2	0	0	0	\$3,700.18
150.6.7	Conduct QC and QA reviews on deliverables	22	2	2	11	7	0	0	0	0	0	\$1,960.20
150.7	95 Training Phase	55	47	1	1	0	0	0	0	0	6	\$8,075.54
150.7.1	Training session planning and preparation	11	10	0	0	0	0	0	0	0	1	\$1,662.54
150.7.2	Meet with TxDOT personnel to train on use of point cloud data	19	17	0	0	0	0	0	0	0	2	\$2,845.92
150.7.3	Meet with TxDOT personnel to train on use of final BIM deliverables	19	17	0	0	0	0	0	0	0	2	\$2,845.92
150.7.4	Meet with TxDOT personnel to train on interfacing with Accruant's VFA software	6	3	1	1	0	0	0	0	0	1	\$721.16
150.8	100 Close Out / Project Completion	55	49	0	0	0	0	0	0	0	6	\$8,218.32
150.8.1	Close out document file transfer	11	10	0	0	0	0	0	0	0	1	\$1,662.54
150.8.2	Meet with TxDOT to review final deliverable / lessons learned	38	34	0	0	0	0	0	0	0	4	\$5,691.84
150.8.3	Conduct final QC and QA review	6	5	0	0	0	0	0	0	0	1	\$863.94
	Subtotal Hours:		491	496	87	107	700	382	174	246	109	\$295,087.54
	Subtotal Labor Cost:		\$78,422.52	\$45,612.16	\$7,368.90	\$8,027.14	\$81,312.00	\$34,204.28	\$15,158.88	\$17,859.60	\$7,122.06	\$295,087.54

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.

RATES APPLY TO BOTH PRIME AND SUBPROVIDER				Huitt-Zollars, Inc.		Ikerd Consulting, LLC	
SERVICES TO BE PROVIDED	UNIT COST	QUANTITY	COST	HOURS	PRICE	HOURS	PRICE
Lodging/Hotel (Taxes/fees not included)	day/person	(Current State Rate) Maximum	\$175.00	80	\$14,000.00	50	\$8,750.00
Lodging/Hotel - Taxes and Fees	day/person	(Current State Rate) Maximum	\$50.00	80	\$4,000.00	50	\$2,500.00
Meals (Excluding alcohol & tips) (Overnight stay required)	day/person	(Current State Rate) Maximum	\$60.00	80	\$4,800.00	50	\$3,000.00
Mileage	mile	(Current State Rate) Fixed	\$0.58	1750	\$1,015.00	1250	\$725.00
Rental Car (Includes taxes and fees; Insurance costs will not be reimbursed)	day	Max	\$80.00	0	\$0.00	10	\$800.00
SUV or ATV Rental (Includes taxes and fees; Insurance costs will not be reimbursed)	day	Max	\$100.00	0	\$0.00	0	\$0.00
Rental Car Fuel	gallon	Max	\$3.50	0	\$0.00	50	\$175.00
Taxi/Cab fare	each/person	Max	\$30.00	0	\$0.00	0	\$0.00
Air Travel (Use with Specific Deliverable Contracts)	Rd Trip/person	Max	\$300.00	0	\$0.00	0	\$0.00
Air Travel - In State - Short Notice (Coach)	Rd Trip/person	Max	\$550.00	0	\$0.00	0	\$0.00
Air Travel - In State - 2+ Wks Notice (Coach)	Rd Trip/person	Max	\$400.00	0	\$0.00	0	\$0.00
Air Travel - Out of State - Short Notice (Coach)□	Rd Trip/person	Max	\$650.00	0	\$0.00	0	\$0.00
Air Travel - Out of State - 2+ Wks Notice (Coach)	Rd Trip/person	Max	\$500.00	0	\$0.00	0	\$0.00
Parking	day	Max	\$25.00	10	\$250.00	10	\$250.00
Toll Charges	each	Max	\$7.00	10	\$70.00	10	\$70.00
Standard Postage	letter	Fixed	\$0.50	0	\$0.00	0	\$0.00
Certified Letter Return Receipt	each	Fixed	\$35.00	0	\$0.00	0	\$0.00
Overnight Mail - letter size	each	Max	\$20.00	3	\$60.00	3	\$60.00
Overnight Mail - oversized box	each	Max	\$40.00	0	\$0.00	0	\$0.00
Courier Services	each	Max	\$30.00	0	\$0.00	0	\$0.00
Photocopies B/W (8 1/2" X 11")	each	Fixed	\$0.15	0	\$0.00	500	\$75.00
Photocopies B/W (11" X 17")	each	Fixed	\$0.25	0	\$0.00	500	\$125.00
Photocopies Color (8 1/2" X 11")	each	Fixed	\$0.75	0	\$0.00	500	\$375.00
Photocopies Color (11" X 17")	each	Fixed	\$1.30	0	\$0.00	500	\$650.00
Digital Ortho Plotting	sheet	Fixed	\$1.10	0	\$0.00	0	\$0.00
Plots (B/W on Bond)	square foot	Fixed	\$0.70	0	\$0.00	7500	\$5,250.00
Plots (Color on Bond)	square foot	Fixed	\$1.20	0	\$0.00	0	\$0.00
Plots (Color on Photographic Paper)	square foot	Fixed	\$2.00	0	\$0.00	0	\$0.00
Color Graphics on Foam Board	square foot	Fixed	\$4.00	0	\$0.00	0	\$0.00
Presentation Boards 30" X 40" Color Mounted	each	Max	\$40.00	0	\$0.00	0	\$0.00
Report Printing	each	Max	\$35.00	0	\$0.00	0	\$0.00

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.

RATES APPLY TO BOTH PRIME AND SUBPROVIDER				Huitt-Zollars, Inc.		Ikerd Consulting, LLC	
SERVICES TO BE PROVIDED	UNIT COST	QUANTITY	COST	HOURS	PRICE	HOURS	PRICE
Report Binding and Tabbing	each	Fixed	\$5.00	0	\$0.00	0	\$0.00
Notebooks	each	Max	\$25.00	0	\$0.00	0	\$0.00
Reproduction of CD/DVD	each	Max	\$5.00	0	\$0.00	0	\$0.00
CDs	each	Fixed	\$5.00	0	\$0.00	0	\$0.00
4" X 6" Digital Color Print	picture	Fixed	\$1.20	0	\$0.00	0	\$0.00
Hazardous Materials Database Search	per search	Max	\$350.00	0	\$0.00	0	\$0.00
Railroad - Flagger (Service provided by RR)	Hour	Max	\$65.00	0	\$0.00	0	\$0.00
Railroad - Insurance in addition to STD Minimum Required (Minimum coverage of \$1 Million required by RR.)	Each	Max	\$2,000.00	0	\$0.00	0	\$0.00
Railroad - Permit	Each	Max	\$1,600.00	0	\$0.00	0	\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Small Project (Includes labor, equipment and fuel)	day	Max	\$1,500.00	0	\$0.00	0	\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Medium Project (Includes labor, equipment and fuel)	day	Max	\$2,000.00	0	\$0.00	0	\$0.00
Traffic Control Services, Arrow Boards and Attenuator trucks - Large Project (Includes labor, equipment and fuel)	day	Max	\$2,700.00	0	\$0.00	0	\$0.00
Attenuator trucks - (Lane/Shoulder Closure) (Includes labor, equipment and fuel)	day	Max	\$400.00	0	\$0.00	0	\$0.00
Attenuator trucks - (No Lane Closure) (Includes labor, equipment and fuel)	day	Max	\$250.00	0	\$0.00	0	\$0.00
Flashing Arrow Board	day	Max	\$80.00	0	\$0.00	0	\$0.00
Portable Message Board	day	Max	\$200.00	0	\$0.00	0	\$0.00
Law Enforcement/Uniform Officer (including vehicle)	hour	Max	\$50.00	0	\$0.00	0	\$0.00
Boat with Motor	day	Max	\$200.00	0	\$0.00	0	\$0.00
Fathometer	day	Max	\$90.00	0	\$0.00	0	\$0.00
Backhoe Rental	day	Max	\$900.00	0	\$0.00	0	\$0.00
GPS Receiver (rates applied to actual time GPS units are in use)	hour	Max	\$25.00	0	\$0.00	0	\$0.00
Map Records	sheet	Max	\$4.00	0	\$0.00	0	\$0.00
Deed Copies	sheet	Max	\$2.00	0	\$0.00	0	\$0.00
Certified Deed Copies	sheet	Max	\$2.50	0	\$0.00	0	\$0.00
Historical Aerial Images	unit	Max	\$100.00	0	\$0.00	0	\$0.00
Aerial Photographs (1" = 500' scale)	each	Max	\$90.00	0	\$0.00	0	\$0.00

ATTACHMENT E - FEE SCHEDULE

LEVEL OF EFFORT
SUMMARY

Prime Provider: Huitt-Zollars, Inc.

RATES APPLY TO BOTH PRIME AND SUBPROVIDER				Huitt-Zollars, Inc.		Ikerd Consulting, LLC	
SERVICES TO BE PROVIDED	UNIT COST	QUANTITY	COST	HOURS	PRICE	HOURS	PRICE
Type II ROW Monument - Excavated/Drilled, rocks, rocky soil. 2-4 inch depth (Includes crew time, equipment, materials, rentals, & labor.) Brass Marker supplied by TxDOT.	each	Max	\$88.00	0	\$0.00	0	\$0.00
Type II ROW Monument - Poured 2-3 Feet (Includes One Call, crew time, equipment, materials, rentals, labor.) Brass Marker supplied by TxDOT.	each	Max	\$275.00	0	\$0.00	0	\$0.00
Terrestrial Laser Scanner (rates applied to actual time scanner unit is in use)	Hour	Max	\$110.00	450.00	\$49,500.00	-	\$0.00
Ground Target (includes paint, panel material, etc.)	Each	Max	\$100.00	0	\$0.00	0	\$0.00
Helicopter Equipment LiDAR -Transit Miles (including turn, maneuver miles and local airport to project)	per mile	Max	\$75.00	0	\$0.00	0	\$0.00
Helicopter Equipment LiDAR -Project Flight Miles (On project flight miles)	per mile	Max	\$300.00	0	\$0.00	0	\$0.00
Fixed Wing Airborne LiDAR- Transit Miles (including turn, maneuver miles and local airport to project)	per mile	Fixed	\$45.00	0	\$0.00	0	\$0.00
Fixed Wing Airborne LiDAR- Project Flight Miles (On project flight miles)	per mile	Fixed	\$300.00	0	\$0.00	0	\$0.00
Aerial Photography- Transit miles (including turn, maneuver miles and local airport to project)	per mile	Fixed	\$75.00	0	\$0.00	0	\$0.00
Aerial Photography- Project Flight Miles (On project flight miles)	per mile	Fixed	\$300.00	0	\$0.00	0	\$0.00
Aerial Photography- Airborne GPS/IMU Data collection/Processing	per project	Fixed	\$550.00	0	\$0.00	0	\$0.00
Photo Lab Service- Digital image processing	Per Frame	Fixed	\$32.00	0	\$0.00	0	\$0.00
6" Laser Scanning Spheres - if damaged by Client	per item	Max	\$95.00	2	\$190.00	0	\$0.00
8" Laser Scanning Spheres - if damaged by Client	per item	Max	\$115.00	2	\$230.00	0	\$0.00
10" Laser Scanning Spheres - if damaged by Client	per item	Max	\$145.00	2	\$290.00	0	\$0.00
Laminated Targets (per target)	per item	Max	\$8.00	10	\$80.00	0	\$0.00
Target Attachment Adhesive (per role)	per item	Max	\$16.00	30	\$480.00	0	\$0.00
Survey Markers, 6 pack	per item	Max	\$10.00	0	\$0.00	6	\$60.00
Polypropylene Non-Skid Blue Shoe Covers (Interior Scanning)	per item	Max	\$7.00	0	\$0.00	0	\$0.00
Subtotal Other Direct Expense:				2269	\$74,965.00	10839	\$22,865.00

ATTACHMENT F - WORK SCHEDULE

TxDOT Architectural As Built Survey - Phase I

Preliminary Work Plan Schedule	2019																										
	Apr					May				Jun				Jul					Aug					Sept			
	Work Weeks																										
Start Date: Execution of Work Authorization	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
Pre-Mobilization/Initial Site Planning Phase																											
Initial site logistics meeting with TxDOT project management team	●			●			●			●			●			●			●			●					
Collect and review existing as-built / record documents with Survey Team	●	●	●													●			●			●					
Formulate strategic plans to site visits, assign, and schedule staff assignments	●	●	●	●	●	●	●	●	●		●		●		●		●		●		●		●				
Primary logistics meeting with TxDOT facility staff and survey team members			●		●		●																				
Site Dimensional Control Planning and equipment preparation					●		●																				
TxDOT BIM Standards Development and Consultation				●			●			●			●			●											
Conduct QC and QA reviews			●			●			●																		
Consensus Sign-off of Pre-Mobilization Site Planning Phase							☑																				
Mobilization / Set-Up Phase																											
Meet on site with local TxDOT facility contact person confirm scope								●	●																		
On site target set-up								●	●																		
Establish Site Dimensional Control								●	●																		
Local work station area set-up and demobilization								●	●																		
Travel to and from site from local office								●	●																		
Conduct QC and QA reviews								●	●																		
Consensus Sign-off Mobilization / Set-Up Phase									☑																		
Exterior Survey/Scanning Phase (Data Collection																											
Establish exterior control points per building								●	●	●																	
Ground level / exterior wall scanning								●	●	●																	
Roof level scanning								●	●	●																	
On site data back-up								●	●	●																	
Document and remove targets								●	●	●																	
Conduct QC and QA reviews								●	●	●																	
Consensus Sign-off of Exterior Survey/Scanning Phase									☑																		
Interior Architectural Survey / Scanning Phase (Data Collection)																											
Establish interior control points								●	●	●																	
Room scanning								●	●	●																	
On site data back-up								●	●	●																	
Document and remove targets								●	●	●																	
Conduct QC and QA reviews								●	●	●																	
Consensus Sign-off of Exterior Survey/Scanning Phase									☑																		
Architectural Survey/Data Registration Phase (Data Processing)																											
Backup raw data files								●	●	●																	
Process raw data files									●	●	●	●															
Register raw data files										●	●	●	●														
Add dimensional control to point clouds											●	●	●														
Translate point files to E57 files and backup E57 files (optional)											●	●	●														
Translate point files to RCP files and backup RCP files												●	●	●													
Conduct QC and QA reviews										●		●															
Consensus Sign-off of Architectural Survey/Data Registration Phase													☑														
Architectural BIM Modeling Phase																											
Drafting as-built BIM model from point cloud (60%)													●	●	●												
Meet with TxDOT to review 60% milestone BIM model														●	●	●	●										
Drafting as-built BIM model (100%)															●	●	●	●									
Meet with TxDOT to review 100% milestone BIM model																	●	●									
Revise BIM model per TxDOT meeting/comments																		●	●								
Conduct QC and QA reviews on deliverables														●		●		●	●								
Consensus Sign-off of Architectural BIM Modeling Phase																		☑									
Training Phase																											
Training session planning and preparation																			●	●							
Meet with TxDOT personnel to train on use of point cloud data																				●							
Meet with TxDOT personnel to train on use of final BIM deliverables																					●						
Meet with TxDOT personnel to train on interfacing with Accruant's VFA software																						●					
Consensus Sign-off of Training Phase																						☑					
Close-Out/Project Completion																											
Close out document file transfer																							●				
Meet with TxDOT to review final deliverable / lessons learned																								●			
Conduct final QC and QA review																							●				
Termination Date Phase I: Septemeber 30, 2019																											

ATTACHMENT F

PILOT LOCATIONS

District Name	Site Name	Address	City	ZIP	County	BLDG Number	BLDG Name	Building Class	SQ. FT.
Austin District	AUSTIN (EAST) Maintenance Facility	8902 FM 969	AUSTIN	78724	Travis	148011	TRUCK WASH BAY	B	1,735
Austin District	AUSTIN (EAST) Maintenance Facility	8902 FM 969	AUSTIN	78724	Travis	148112	MAINTENANCE	A	8,161
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148070	ADMINISTRATION - BLDG 1	A	19,331
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148113	ADMINISTRATION - BLDG 3A -2 story	A	13,345
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148096	ADVANCED PLANNING - BLDG 2	A	5,100
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148085	DESIGN - BLDG 3	A	3,800
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148017	EQUIPMENT STORAGE	A	3,000
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148256	EQUIPMENT STORAGE	B	4,375
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148019	EQUIPMENT STORAGE	B	830
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148083	LABORATORY - BLDG 4	A	4,349
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148014	MAINTENANCE SPECIAL CREWS - BLDG 11	A	1,950
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148175	WAREHOUSE	B	1200
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148107	WAREHOUSE	B	1200
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148020	TRUCK WASH BAY	B	1154
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148081	SHOP - BLDGS 5 & 6	A	9,689
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148173	SHOP - 14	A	5,800
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148225	SHOP - WELDING	B	2,728
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148103	VEHICLE SHOP - 12	B	4,920
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148082	WAREHOUSE - BDLG 7	A	44,995
Austin District	AUSTIN District Headquarters and Maintenance	7901 North IH 35	AUSTIN	78723	Travis	148175	WAREHOUSE	B	1,200
Austin District	AUSTIN (SOUTH) Area Engineer and Maintenance Special Crews	9725 S IH35	AUSTIN	78744	Travis	148002	AREA ENGINEER AND MAINTENANCE SPECIAL CREWS	A	13,812
Austin District	AUSTIN (SOUTH) Area Engineer and Maintenance Special Crews	9725 S IH35	AUSTIN	78744	Travis	148004	BRIDGE	A	6,503
Austin District	AUSTIN (SOUTH) Area Engineer and Maintenance Special Crews	9725 S IH35	AUSTIN	78744	Travis	148024	EQUIPMENT STORAGE	B	6,692
Austin District	AUSTIN (SOUTH) Area Engineer and Maintenance Special Crews	9725 S IH35	AUSTIN	78744	Travis	148025	LABORATORY	A	4,598
Austin District	AUSTIN (SOUTH) Area Engineer and Maintenance Special Crews	9725 S IH35	AUSTIN	78744	Travis	148009	TRUCK WASH BAY	B	1735
TOTAL SQUARE FEET:									172,202

ATTACHMENT G

Computer Files and Information System Security Requirements

1. DATA REQUIREMENTS

1.1. Data, Data Dictionaries, and Data Flow Diagrams

Architect shall ensure that any TxDOT data that is generated, manipulated, transmitted, or stored, utilizes the TxDOT taxonomy, have data dictionaries, and data flow diagrams (including security protocols).

1.2. Data Transfer

- A. At the completion of a deliverable, Architect shall transfer all data generated and stored for that deliverable to State in manner and format acceptable to the State.
- B. Any metadata associated with the data transferred must remain attached to that data.
- C. Architect shall maintain the appropriate level of data security throughout the transfer of the data to State.

1.3. Encryption

Architect shall encrypt all data considered confidential in accordance with

- A. Chapter 202 of Title 1 of the Texas Administrative Code and
- B. National Institute of Standards and Technology's ("NIST") SPECIAL PUBLICATION 800-53 REVISION 4.

1.4. Backup and Disaster Recovery

- A. Architect shall implement business continuity procedures to fulfill all requirements of this agreement that address, as a minimum, fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure, or other disruption of business.
- B. Architect shall maintain a disaster recovery plan. Architect is responsible for all project related costs of disaster recovery during the project except for costs associated with disasters beyond Architect's reasonable control, and for those costs included as part of the TxDOT infrastructure responsibilities.

1.5. Open Records Requests

Architect shall not release Information in response to an open records related to this agreement request unless IMD has approved the release.

2. INFORMATION TECHNOLOGY SERVICES SECURITY REQUIREMENTS

2.1. IT Services Safeguards

- A. Architect shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of information technology ("IT") services provided to State.
- B. Architect shall conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's information resources security program pursuant to Chapter 202 of Title 1 of the Texas Administrative Code, which provides the Texas Department of Information Resources' Information Security Standards.

2.2. IT Security Audit Rights

State may on one or more occasions perform an audit or a test or an audit and test of the security controls of any information system or systems provided under this agreement.

2.3. IT Security Incident Notification

Architect shall immediately report to TxDOT any security incident that it becomes aware of.

2.4. Response time

Architect must provide, in a timely manner, proper treatment for known vulnerabilities that may impact TxDOT's business or potentially impacts the security of State's information, Architect shall implement a solution to eliminate the vulnerability that is acceptable to State.

2.5. Applicable Laws, Regulations, and Standards

- A. Architect shall perform the services in accordance with the following standards, notify State of situations where compliance is not achievable, and assist State with the prevention of security gaps or conflicts that could impair security performance.
 1. National Institute of Standards and Technology's ("NIST") SPECIAL PUBLICATION 800-53 REVISION 4
 2. Texas Department of Information Resources' ("DIR") SECURITY CONTROLS STANDARDS CATALOG
- B. Architect shall comply with all applicable federal, state, and local laws and regulations necessary to perform the services, which include the following.
 1. State Laws and Regulations
 - a. Title 1 of Texas Administrative Code
 - (A) Chapter 202 – Information Security Standards
 - (B) Chapter 206 – State Websites
 - (C) Chapter 213 – Electronic and Information Resources
 - b. Texas Business and Commerce Code, Chapter 521 – Unauthorized Use of Identifying Information
 - c. Texas Government Code, Chapter 552 – Public Information
 - d. Texas Health and Safety Code, Chapter 181 – Medical Records Privacy
 - e. Texas Penal Code, Chapter 33 – Computer Crimes
 2. Federal Laws and Regulations
 - a. Computer Fraud and Abuse Act ("CFAA") of 1986 (18 U.S.C. § 1030)
 - b. Computer Security Act of 1987 (Pub. L. 100-235)
 - c. Privacy Act of 1974 (5 U.S.C. §552a)
 - d. Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794d)
 - e. Internal Revenue Service's PUBLICATION 1075 – TAX INFORMATION SECURITY GUIDELINES FOR FEDERAL, STATE AND LOCAL AGENCIES
 - f. Gramm-Leach-Bliley Act ("GLBA"), also known as the Financial Services Modernization Act of 1999 (Pub. L. 106-102)
 - g. Children's Internet Protection Act ("CIPA") of 2000 (Pub. L. 106-554)
 - h. Children's Online Privacy Protection Rule ("COPPA") (16 CFR Part 312)

2.6. Demonstration of Compliance

- A. Annually, Architect shall cause to be prepared by an independent auditor a report ("Annual SSAE 18 Report") covering Architect's controls.
- B. Each Annual SSAE 18 Report must include an attestation that the report was prepared in compliance with the Statement on Standards for Attestation Engagements ("SSAE") 18 published by the American Institute of Certified Public Accountants ("AICPA") .
- C. Architect shall provide to State each Annual SSAE 18 Report within five days of Architect's receipt of that report from the independent auditor.
- D. Additionally, upon State's request, Architect shall provide independent evidence acceptable to State that Architect's operations and controls comply with the requirements of this agreement.

2.7. Supply Chain Risk Management

Architect shall ensure fulfillment of this attachment's information security clauses within its supply chain.

2.8. Information System Solution Review

- A. Any proposed information system solution that will be installed on any TxDOT owned equipment must be reviewed and approved by the Texas Department of Transportation ("TxDOT") Information Management Division ("IMD") Architectural Review Board ("ARB") prior to the development of any software or commercial-off-the-shelf ("COTS") software usage.
- B. Any information system solution must be reviewed and approved by the IMD Change Advisory Board ("CAB") prior to its delivery and hand off to State,

2.9. Information Technology ("IT") Procurements

- A. IMD must manage all procurements of
 - 1. IT hardware (e.g., computers, servers, network gear) that will be owned by TxDOT or access the TxDOT network
 - 2. IT services (e.g., hosting) funded by TxDOT.
- B. All IT hardware and IT service usage in the project design must be reviewed and approved by ARB.

3. COMPUTER FILE REQUIREMENTS**3.1. Project File Submission**

- A. Architect shall submit project files through the TXDOT Dropbox Service, if possible, which is accessible at <https://ftp.dot.state.tx.us/dropbox>, or, if not possible, as instructed by IMD.
- B. Architect shall make certain all files submitted to State are virus-free in accordance with the security requirements in Section 2.
- C. State may reject submissions that are not accompanied by a complete and accurate TxDOT Media Information Form.

3.2. General Project File Requirements**A. Compatibility with State Hardware and Software.****1. General Requirements**

- a. Unless directed in writing by State's project manager, Architect shall use only the software listed in Table 1, Approved Software, in performing the work that is the subject of this agreement

Table 1. Approved Software	
Software Type	Approved Software
Word Processing	Microsoft Word 2010
Spreadsheet	Microsoft Excel 2010
Database	Microsoft Access 2010
Computer-Aided Design and Drafting (CADD)	Bentley MicroStation V8i Bentley GEOPAK Suite V8i
Operating System	Microsoft Windows 7

- b. Architect shall make certain that all files, and data formats are completely compatible with State's information resources and are upward compatible. Architect is responsible for requesting any additional information it deems necessary to ensure compatibility.

2. Graphics File Requirements

- a. Along with each graphics file submitted, Architect shall submit plots generated from that file.
- b. Using State's hardware and software, each graphics file must display as plotted and subsequently plot as displayed without conversion, translation, or additional manipulation.
- c. Architect shall not invoice State for any conversion or translation expenses incurred by the Architect to achieve compatibility with State hardware and software.

3.3. MicroStation Graphics Files Requirements**A. State will furnish, on its choice of media, the following:**

1. TxDOT File Examples
2. TxDOT Plot File Examples
3. Applicable TxDOT CAD File Naming Convention Guideline

B. MicroStation Design File (DGN File) Characteristics

1. Unless authorized in writing by State, Architect shall provide DGN files consistent with TxDOT standards including level use, font designations, line weight, and color criteria shown on the Planimetric / DTM table.

2. Architect shall promptly notify State's project manager of any compatibility problems that arise

C. Project Design File Criteria.

1. **Planimetric File.**
 - a. Generally, the planimetric file is a product of stereo digitized aerial photography.
 - b. The planimetric file contains existing topographic and geographic features within the limits of the projected contract.
 - c. The planimetric file serves as a foundation for referencing and the development of the proposed improvements.
 - d. Unless authorized in writing by State, Architect shall not modify the planimetric file.
2. **Master Design File or Schematic Layout.**
 - a. The master design file or schematic layout consists of a graphical description of proposed improvements and contains graphic elements representing Architecting alignments and proposed features.
 - b. Categories that can simultaneously reference identical coordinates of the planimetric include right of way maps, roadway design, bridge design, traffic signing, signals, striping and control plans, and project limits profiles.
3. **Sheet File.**
 - a. Standard sheet format must be appropriate to the category of the design file it references.
 - b. The referenced design file must be displayed within a single sheet file and terminate by clip referencing to match lines contained in the design file.
 - c. The sheet file must contain all annotation appropriate to the design file application or category being referenced. Typical examples are text, dimensioning, ramp labeling, patterning, hatching, profile data.

D. Graphics Media Requirements

Any media delivered to State by Architect shall include documentation of the following:

1. Media directory listing
2. Symbolology, weight, style, and color standards for design elements
3. Level menu showing level use consistent with State's standards
4. Font characteristics and pen tables consistent with State's standards.
5. Completed Media Information Form (see pages 4-9)
6. CAD File Naming Convention Guidelines for State's District or Division in which the work is to be performed.

E. Minimum MicroStation Graphics File Requirements.

At a minimum requirement, the DGN files shall be comprised of elements defined with the following graphic entities and attributes.

1. Required Graphic Entities.
 - a. Line - 2 connected points that form a single entity
 - b. Line Strings – a series of connected points that form a single entity
 - c. Polygon – a series of connected points that form a closed entity
 - d. Circle – the geometric definition of a circle (not a line string)
 - e. Arc – a segment of a circle (not a linestring or polygon)
 - f. Symbol – a group of graphic entities that form a single entity
 - g. Cell – a named, retrievable symbol
2. Required Entity Attributes.
 - a. Level – a drawing layer that can be selectively turned on or off
 - b. Line Weight – a line weight (width)
 - c. Line Style – a line symbology (dashed, dot-dash, etc.)
 - d. Color – a color code

Project Specific Arch. Services Contract **wwa**

PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001

TEXAS DEPARTMENT OF TRANSPORTATION
MEDIA INFORMATION FORM

FIRM NAME _____

FIRM CONTACT _____ PHONE NO _____

STATE CONTACT _____

MEDIA OPERATING SYSTEMS _____

MEDIA FORMAT _____

LIMITS _____

CONTRACT NO. _____

CSJ NO. _____ HIGHWAY NO. _____

THE FILES HAVE BEEN SCANNED

FOR VIRUSES AND ARE VIRUS FREE: _____

(NAME)

(EXAMPLE FOR THE MEDIA LABEL: THE FILES LISTED ON THIS FORM THAT ARE ON 2 OR MORE
MEDIA MUST BE LABELED WITH THE CSJ NO. 0999-99-9999 AND NUMBERING SYSTEM OF 1 OF 2,
2 OF 2.)

MEDIA LABEL _____ OF _____

TO BE COMPLETED BY THE STATE.

INDEX NUMBER: _____ DATE RECEIVED: _____

RECEIVED BY: _____

DELIVERED BY: _____

VERIFIED VIRUS FREE: _____ DATE: _____

SPECIAL INSTRUCTIONS: _____

Project Specific Arch. Services Contract **wwA**PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001**LEVEL STRUCTURE**

CSJ NO.		DRAWING TITLE	HIGHWAY
		A. ROADWAY PLAN AND PROFILE	

DESIGN FILE NAME		STATION LIMITS	SHEET NO
B. RPP09.DGN		1046+00 TO 1057+00	107

RF	REFERENCE FILE NAME	REFERENCE DESCRIPTION
1	1. ALIGN.DGN	HORIZONTAL ALIGNMENT FILE
2	BGEOM.DGN	BRIDGE GEOMETRY FILE
3	DTOPO.DGN	DESIGN TOPOGRAPHY
4	RGEOM.DGN	ROADWAY GEOMETRY FILE
5	PPSHT01.DGN	REF BORDER FOR ROAD PLAN AND PROFILE SHTS.
6	RDWYPRO.DGN	PROFILE
CELL LIBRARY:		XXX.CEL
PLOT CONFIG:		XXX.PLT

Project Specific Arch. Services Contract **wwa**

PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001

PLOTTING INFORMATION

CSJ NO. _____

HIGHWAY NO. _____

MEDIA LABEL _____ OF _____

ACCOUNT/CONTRACT NO. _____

PLOTTING INSTRUCTIONS:

COLOR TABLES

PEN TABLES

CELL LIBRARIES

PLAN SHEETS (DGN.FILES)

PARCEL SKETCHES (DGN FILES WITH DIFFERENT DESC)

EXAMPLE DOCUMENTATION

AVAILABLE AT YOUR REQUEST

- Cell Library
- Plotting Pen Tables
- Menus
- Seed Files

a. Planimetric / DTM

A. File Level Menu

Photogrammetry Feature	DTM	Microstation V8 Name	Level
Control			
Horizontal Control, Principal Point	no	p_control ground ctrl	1
Road			
Paved Road , Curb	yes	p_road paved, curb	2
Dirt Road	yes	p_road dirt	3
Guard Rails	no	p_road guard rail	4
Guard Fences	no	p_road guard fence	5
Guard Posts	no	p_road guard post	7
Concrete Barrier	no	p_road conc barrier	6
Paint Stripe Solid and Dashed	yes	p_road paint stripe	62
Bridge End	yes	p_road bridge end	9
Cattle Guard	no	p_road cattle guard	16
Overhead Sign	no	p_road overhead sign	7
General Road Feature	no	p_road general feature	7
Railroad			
Railroad Track RR Controls	no	p_railroad rr control	10
Drainage			
Concrete Dam	yes	p_drainage conc dam	27
Concrete Drain	yes	p_drainage conc drain	28
Earthen Dam	yes	p_drainage earthen dam	26
Riprap	yes	p_drainage riprap	8
Culvert	yes	p_drainage culvert	9
Inlet	yes	p_drainage inlet	9
Water	yes	p_drainage water	25
Marsh	yes	p_drainage marsh	24
Structure			
Building	no	p_structure building	11
Ruin	no	p_structure ruins	12
Sidewalk	no	p_structure sidewalk	13
Slab	no	p_structure slab	14
Porch, Deck	no	p_structure porch	15
Stairs, Steps	no	p_structure stairs	16
Fence, Gate, Post	no	p_structure fence	17
Retaining Wall	no	p_structure ret wall	18
Wall	no	p_structure wall	18
Cemetery	no	p_structure cemetery	23
Billboard	no	p_structure billboard	21
Sign, Sign Pole, Sign Post	no	p_structure sign	21
Antenna, Cellular Tower, Satellite Dish	no	p_structure antenna	20
Windmill	no	p_structure windmill	23
Flag Pole	no	p_structure flag pole	20
Pipes	no	p_structure pipe	23
Tank	no	p_structure tank	23
Area Under Construction	no	p_structure constr area	12
General, AC Unit, Goal Large, Small Circle	no	p_structure general	23
Unidentified Feature	no	p_structure unidentified	23

Utility			
Fire Hydrant	no	p_utility fire hydrant	20
Manhole	no	p_utility manhole	20
Marker, Meter, Valve	no	p_utility marker	20
Transmission Tower, transmission Line	no	p_utility trans tower	20
Pipeline	no	p_utility pipeline	22
General, Pole, Pole LP, TFP, LP			
Traffic Light, Gas Light	no	p_utility general pole	20
Vegetation			
Woods	no	p_veg woods	29
Tree	no	p_veg tree	29
Tree Farm	no	p_veg tree farm	30
Tree Orchard	no	p_veg tree orchard	29
Palm	no	p_veg palm	29
Digital Terrain Model (DTM)			
Breakline	yes	p_dtm breakline	40
General Breakline	yes	p_dtm general breakline	53
Retaining Wall Breakline	yes	p_dtm retaining wall	48
Sidewalk Breakline	yes	p_dtm sidewalk	43
Mass Points	yes	p_dtm mass points	38
Water Obscured	yes	p_dtm water obscured	45
Obscured Area	yes	p_dtm obscured area	41
Pit and Fill Area	yes	p_dtm pit or fill area	24
Stock Pile	yes	p_dtm stock pile	19

ATTACHMENT H-SG**Historically Underutilized Business
for State Funded Professional or Technical Services Contracts
HUB Goal Assigned-State of Texas Subcontracting Plan Required**

- 1) **POLICY.** It is the policy of the Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program. Consequently, the HUB requirements of the Department's HUB Program apply to this contract as follows:
- (1) The Provider agrees to insure that they shall take all necessary and reasonable steps to meet the HUB goal for this contract.
- The Provider and any subprovider(s) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts.
 - When submitting the contract for execution by the Department, the Provider must complete and furnish Exhibit H-1 which lists the commitments made to all subproviders, including certified HUB subprovider(s) that are to meet the contract goal, and Exhibit H-2 which is a commitment agreement(s) containing the original signatures of the Provider and HUB(s) that were indicated in the original submitted State of Texas HUB Subcontracting Plan (HSP) in Section 8. For Work Authorization Contracts, Exhibit H-1 is required at the time of submitting the contract for execution by the Department. Exhibit H-2 will be required to be completed and attach with each work authorization number that is submitted for execution, if the HUB will be performing work. If non-HUB subprovider is performing work, insert N/A (not applicable) on the line provided. A prime must allow a HUB maximum opportunity to perform the work by not creating unnecessary barriers or artificial requirements for the purpose of hindering a HUB's performance under the contract. Any substitutions or changes to the HSP, in addition to any changes to the original contract award, shall be subject to prior written approval by the Department. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
 - Failure to carry out the requirements set forth above shall constitute a breach of contract and may result in a letter of reprimand; in termination of the contract by the Department; in a deduction from money due or to become due to the Provider, not as a penalty but as damages to the Department's HUB Program; or such other remedy or remedies as the Department deems appropriate.
- 2) **DEFINITIONS.**
- "Department" means the Texas Department of Transportation (TxDOT).
 - "Contract" is the agreement between the Texas Department of Transportation and a Provider.
 - "Provider" is any individual or company that provides professional or technical services.
 - "Joint Venture" means an association of two or more businesses to carry out a single business enterprise for profit which combines their property, capital, efforts, skills and knowledge.
 - "Historically Underutilized Business (HUB)" means any business so certified by the Texas Facilities Commission.
- 3) **PERCENTAGE GOAL.** The goal for Historically Underutilized Business (HUB) participation in the work to be performed under this contract is 23.7 % of the contract amount.
- 4) **PROVIDER'S RESPONSIBILITIES.** A Provider (HUB or non-HUB) must perform a minimum of 30% of the contract with its employees (as defined by the Internal Revenue Service). The contract is subject to the HSP Good Faith Effort Requirements.
- A Provider who cannot meet the contract goal, in whole or in part, should have documented any of the following and other efforts made as a "Good Faith Effort" to obtain HUB participation.

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- (1) Whether the prime advertised in general circulation, trade association, and/or minority/women focus media concerning subcontracting opportunities.
- (2) Whether the prime provided written notice to at least three (3) qualified HUBs allowing sufficient time for HUBs to participate effectively.
- (3) Whether the prime documented reasons for rejection or met with the rejected HUB to discuss the rejection.
- (4) Whether the prime provided qualified HUBs with adequate information about bonding, insurance, the plans, the specifications, scope of work and requirements of the contract.
- (5) Whether the prime negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who are also the lowest responsive bidder.
- (6) Whether the prime used the services of available minority and women community organizations, contractor's groups, local, state, and federal business assistance offices, and other organizations that provide support services to HUBs.

NOTE: The Provider must not cause or allow subproviders to bid their services.

- b. The preceding information shall be submitted directly to the Chair of the Consultant Selection Team responsible for the contract.
- c. The Provider shall make all reasonable efforts to honor commitments to HUB subproviders named in the original HSP in Section 8. Where the Provider terminates or removes a HUB subprovider named in the initial commitment, the Provider must demonstrate on a case-by-case basis to the satisfaction of the Department that the originally designated HUB was not able or willing to perform. The term "unable" includes, but is not limited to, a firm that does not have the resources and expertise to finish the work and/or a firm that substantially increases the time to complete the project.
- d. The Provider shall make all reasonable efforts to replace a HUB subprovider that is unable or unwilling to perform successfully with another HUB and must meet the HSP Good Faith Effort Requirements. Any substitution of HUBs shall be subject to prior written approval by the Department. The Department will request a statement from the firm being replaced concerning its replacement prior to approving the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The Provider shall designate a HUB liaison officer who will administer the Provider's HUB program and who will be responsible for maintenance of records of efforts and contacts made to subcontract with HUBs.

5) **ELIGIBILITY OF HUBs.**

- a. The Texas Facilities Commission (TFC) certifies the eligibility of HUBs.
- b. The TFC maintains a directory of certified HUBs. The HUB Directory is available through the Department's Business Opportunity Programs Office and through the Internet at the TFCC's Website (<http://www.tfc.state.tx.us/divisions/commissionadmin/prog/HUB>).
- c. Only HUB firms certified and identified in specific categories and classes at the time the contract is signed or at the time the commitments are submitted are eligible to be used in the information furnished by the Provider as required under Section 2.c. above.
- d. If during the course of the contract it becomes necessary to substitute another HUB firm for a firm named in the information submitted by the Provider as required by Section 2.c. above, then only certified HUBs will be considered eligible as a substituted firm. The Provider's written request for substitutions of HUB subproviders shall be accompanied by a detailed explanation, which should substantiate the need for a substitution. The Department will verify the explanation with the HUB firm being replaced before giving approval of the substitution. If there are any changes to the subproviders during the contract term, the Provider must furnish a Revised Exhibit H-1 showing the revised commitment of all subproviders.
- e. The 73rd Legislature passed Texas Civil Statutes, Article 601i, relative to contracts between governmental entities and certain disadvantaged businesses. The Statute provides for civil penalties for persons who falsely claim disadvantaged business status and for the general contractor who knowingly contracts with a person claiming to be a disadvantaged business.

6) DETERMINATION OF HUB PARTICIPATION.

A firm must be an eligible HUB and perform a professional or technical function relating to the project. Proof of payment, such as copies of canceled checks, properly identifying the Department's contract number or project number may be required to substantiate the payment, as deemed necessary by the Department. A HUB subprovider, with prior written approval from the Department, may subcontract 70% of a contract as long as the HUB subprovider performs a commercially useful function. All subcontracts shall include the provisions required in the subcontract and shall be approved as to form, in writing, by the Department prior to work being performed under the subcontract. A HUB performs a commercially useful function when it is responsible for a distinct element of the work of a contract; and actually manages, supervises, and controls the materials, equipment, employees, and all other business obligations attendant to the satisfactory completion of contracted work. If the subcontractor uses an employee leasing firm for the purpose of providing salary and benefit administration, the employees must in all other respects be supervised and perform on the job as if they were employees of the subcontractor.

7) COMPLIANCE OF PROVIDER.

- 8) To ensure that HUB requirements of this contract are complied with, the Department will monitor the Provider's efforts to involve HUBs during the performance of this contract. This will be accomplished by a review of the monthly State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) submitted to the Business Opportunity Programs Office by the Provider indicating his/her progress in achieving the HUB contract goal, and by compliance reviews conducted by the Department. The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted at a minimum monthly to the Business Opportunity Programs Office, in addition to with each invoice to the appropriate agency contact.

The Provider shall receive credit toward the HUB goal based on actual payments to the HUB subproviders with the following exceptions and only if the arrangement is consistent with standard industry practice.

- (1) Payments to brokers or firms with a brokering type operation will be credited only for the amount of the commission;
- (2) Payments to a joint venture will not be credited unless all partners in the joint venture are HUBs;
- (3) Payments to a HUB subprovider who has subcontracted a portion of the work required under the subcontract will not be credited unless the HUB performs a commercially useful function;
- (4) Payments to a HUB will not be credited if the firm does not provide the goods or perform the services paid for;
- (5) Payments made to a HUB that cannot be linked by an invoice or canceled check to the contract under which credit is claimed will not be credited.

A Provider must not withhold or reduce payments to any HUB without a reason that is accepted as standard industry practice. A HUB prime or subprovider must comply with the terms of the contract or subcontract. Work products, services, and commodities must meet contract specifications whether performed by a prime or subprovider.

A Provider's failure to meet the HUB goal and failure to demonstrate to the Department's satisfaction sufficient "Good Faith Effort" on his/her part to obtain HUB participation shall constitute a breach of contract. In such a case, the Department reserves the right to issue a letter of reprimand; to deduct the amount of HUB goal not accomplished by HUBs from the money due or to become due the Provider, not as a penalty but as damages to the Department's HUB program; or such other remedy or remedies as the Department deems appropriate.

9) RECORDS AND REPORTS.

- a. After submission of the initial commitment (Exhibit H-1), required by Section 2.c. of this attachment, the Provider shall submit State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) at a minimum monthly, after contract work begins, on subcontracting involvement.

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One copy of the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) is to be sent to the Business Opportunity Programs Office of the Department monthly. In addition, the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) must be submitted with the Provider's invoice. All payments made to subproviders are to be reported. **These State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Reports are required monthly even during months when no payments to subproviders have been made.** The State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report will be required until all work on the contract has been completed. The Department may verify the amounts being reported as paid to HUBs by requesting copies of canceled checks paid to HUBs on a random basis.

- b. Subproviders should be identified on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) by name, the amount of actual payment made to each during the billing period, cumulative payment amount and percentage of the total contract amount.
- c. All such records must be retained for a period of seven years following final payment, or until an investigation, audit, examination, or other review undertaken during the seven years, and shall be available at reasonable times and places for inspection by authorized representatives of the Department and other agencies.
- d. Prior to receiving final payment, the Provider shall submit a Final Report (Exhibit H-4), detailing the subprovider payments to the Business Opportunity Programs Office of the Department, and one copy to the Department with the Provider's final invoice.

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Project Specific Arch. Services Contract **wWA**PeopleSoft Contract No. 8968
Legacy Contract No. 38-8SDP8001**EXHIBIT H-1****Texas Department of Transportation
Subprovider Monitoring System
Commitment Worksheet**Contract #: 38-8SDP8001 Assigned Goal: 23.7% Federally Funded State Funded X
Prime Provider Huitt-Zollars, Inc. Total Contract Amount: \$14,000,000.00Prime Provider Info: DBE HUB Both Vendor ID #: 17515001786 DBE/HUB Expiration Date:

(First 11 Digits Only)

If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders.

Subprovider(s) (List All)	Type of Work	Vendor ID # (First 11 Digits Only)	D=DBE H=HUB	Expiration Date	\$ Amount or % of Work *
Ikerd Consulting, LLC	Laser Scanning	12715482456	HUB	4/25/2022	25%
Subprovider(s) Contract or % of Work* Totals					25%

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE **or** HUB Commitment Dollars \$ Total DBE **or** HUB Commitment Percentages of Contract 25 %
(Commitment Dollars and Percentages are for Subproviders only)

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EXHIBIT H-2

Texas Department of Transportation

Subprovider Monitoring System Commitment Agreement

This commitment agreement is subject to the award and receipt of a signed contract from the Texas Department of Transportation (TxDOT). **NOTE: Exhibit H-2 is required to be attached to each contract that does not include work authorizations. Exhibit H-2 is required to be attached with each work authorization. Exhibit H-2 is also required to be attached to each supplemental work authorization. If DBE/HUB Subproviders are used, the form must be completed and signed. If no DBE/HUB Subproviders are used, indicate with "N/A" on this line: _____ and attach with the work authorization or supplemental work authorization.**

Contract #: _____ Assigned Goal: _____ % Prime Provider: _____

Work Authorization (WA)#: _____ WA Amount: _____ Date: _____

Supplemental Work Authorization (SWA) #: _____ to WA #: _____ SWA Amount: _____

Revised WA Amount: _____

Description of Work <i>(List by category of work or task description. Attach additional pages, if necessary.)</i>	Dollar Amount <i>(For each category of work or task description shown.)</i>
Total Commitment Amount <i>(Including all additional pages.)</i>	\$
IMPORTANT: The signatures of the prime and the DBE/HUB and Second Tier Subprovider, if any (both DBE and Non-DBE) and the total commitment amount must always be on the same page.	
Provider Name: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
DBE/HUB Sub Provider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
Second Tier Sub Provider Subprovider Name: VID Number: Address: Phone # & Fax #: Email:	Name: _____ <i>(Please Print)</i> Title: _____ <div style="display: flex; justify-content: space-between;"> Signature Date </div>
VID Number is the Vendor Identification Number issued by the Comptroller. If a firm does not have a VID Number, please enter the owner's Social Security or their Federal Employee Identification Number (if incorporated).	

Project Specific Arch. Services Contract **wWA**

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EXHIBIT H-4

**Texas Department of Transportation
Subprovider Monitoring System
Final Report**

The Final Report Form should be filled out by the Prime Provider and submitted to the Contract Manager and the Business Opportunity Programs Office for review upon completion of the contract. The report should reflect **all subcontract activity** on the project. The report will aid in expediting the final estimate for payment. If the HUB or DBE goal requirements were not met, documentation supporting good faith efforts must be submitted.

DBE Goal: _____% **OR** HUB Goal: _____%

Total Contract Amount: \$ _____ Total Contract Amount: \$ _____

Contract Number: _____

Vendor ID #	Subprovider	Total \$ Amt Paid to Date
TOTAL		

This is to certify that _____% of the work was completed by the HUB or DBE subproviders as stated above.

By: Prime Provider

Per: Signature

Subscribed and sworn to before me, this _____ day of _____, 20 __

Notary Public _____ County

My Commission expires: _____

